



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

BOARD OF DIRECTORS MEETING

Thursday, April 6, 2023 • 9:00 a.m.

County of Los Angeles Sheriff’s Department (LASD)
 Scientific Services Bureau
 Hertzberg Davis Forensic Science Center
 Conference Rooms 223 through 227
 1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Microsoft Teams Meeting Link for the Public: [Click here to join the meeting](#)

Call-in Number for the Public:

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

Telephone Number: (323) 886-6924

Conference ID: 404 464 098#

AGENDA POSTED: March 30, 2023

Complete agendas are available on the Authority’s website at <http://www.la-rics.org>.

| MEMBERS | | ALTERNATES | |
|---------|---|------------|--|
| 1. | Fesia Davenport , CEO County of Los Angeles Chief Executive Office | 1. | Leslie Luke , Deputy Director, Office of Emergency Management County of Los Angeles Chief Executive Office |
| 2. | Anthony Marrone (Vice-Chair) , Fire Chief County of Los Angeles Fire Department | 2. | Eleni Pappas , Deputy Fire Chief County of Los Angeles Fire Department |
| 3. | Robert Luna (Chair) , Sheriff County of Los Angeles Sheriff’s Department | 3. | Brian Yanagi , Chief County of Los Angeles Sheriff’s Department |
| 4. | Richard Tadeo , Director, EMS Agency County of Los Angeles Department of Health Services | 4. | Jacqueline Rifenburg , Assistant Director, EMS Agency County of Los Angeles Department of Health Services |
| 5. | Vincent Capelle , Fire Chief Los Angeles Area Fire Chiefs Association | 5. | Phil Ambrose , Battalion Chief Los Angeles Area Fire Chiefs Association |
| 6. | Brian Solinsky , Police Chief Los Angeles County Police Chief’s Association | 6. | Tom Jacobs , Lieutenant Los Angeles County Police Chief’s Association |
| 7. | Mark R. Alexander , City Manager California Contract Cities Association | 7. | Marcel Rodarte , Executive Director California Contract Cities Association |
| 8. | David Povero , Police Chief At-Large Seat #8 (City of Covina Police Department) | 8. | Ric Walczak , Captain At-Large Seat #8 (City of Covina Police Department) |
| 9. | Cardell Hurt , Acting Police Chief At-Large Seat #9 (City of Inglewood Police Department) | 9. | Neal Cochran , Acting Captain At-Large Seat #9 (City of Inglewood Police Department) |
| 10. | Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department) | 10. | Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department) |

| OFFICERS |
|--|
| Scott Edson , LA-RICS Executive Director |
| Arlene Barrera , County of Los Angeles, Auditor-Controller |
| Keith Knox , County of Los Angeles, Treasurer and Tax Collector |
| Susy Orellana-Curtiss , LA-RICS Administrative Deputy |
| Beatriz Cojulun , LA-RICS Board Secretary |



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES (A)

A. March 2, 2023 – Regular and Special Meeting Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B – E)

B. Director's Report – Scott Edson

Agenda Item B

C. Project Manager's Report – Riad El Masri

Agenda Item C

D. Joint Operations and Technical Committee Chair's Report – Lieutenant Robert Weber

E. Finance Committee Chair's Report – No Report

VII. DISCUSSION ITEMS (F – H)

F. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Agenda Item F

G. Outreach Update – Lieutenant Robert Weber

Agenda Item G

H. Financial Statements and Independent Auditors Report for the Fiscal Year Ending June 30, 2022 – BCA Watson Rice LLP

Agenda Item H



VIII. ADMINISTRATIVE MATTERS (I – M)

I. ACCEPT 2022 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

It is recommended that your Board:

1. Accept \$3,520,000 in grant funds from the Fiscal Year 2022 SHSGP as distributed through the California Office of Emergency Services (Cal OES); and,
2. Authorize the Executive Director to execute the 2022 SHSGP Sub-recipient Agreement between the County of Los Angeles and the Authority substantially similar in form to Enclosure.
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Agenda Item I

J. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

It is recommended that your Board designate a Board Member to serve as the appointee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) and the Executive Director to serve as the alternate appointee, all in accordance with the provisions of Article 7 of the CJPIA.

Agenda Item J

K. APPROVE AMENDMENT NO. 112 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO (LMR) SYSTEM

It is recommended that your Board:

1. Approve Amendment No. 112 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order in connection with work related to an outage with the roll-up generator at the Burnt Peak 1 (BUR1) site, for a cost increase in the amount of \$11,574.



- b. Incorporate one (1) Change Order in connection with work related to an outage with the roll-up generator at the Green Mountain (GRM) site, for a cost increase in the amount of \$5,725.
2. Authorize an increase to the Maximum Contract Sum in an amount of \$17,299 from \$216,034,427 to \$216,051,726 when taking the recommended actions into consideration.
3. Delegate authority to the Executive Director to execute Amendment No. 112, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

Agenda Item K

L. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT TO SITE ACCESS AGREEMENT FOR A LAND MOBILE RADIO (LMR) SYSTEM SITE

It is recommended that your Board:

1. Find that the approval and execution of Amendment No. 1 to the SAA with Tyjade Ranch LLC for the Universal City Plaza location of Site Universal (UNIV), which would allow the construction, implementation, operation and maintenance of the LMR System at this location, and in particular one new air conditioning unit and its associated components, are within the scope of the activities previously authorized on December 12, 2016, which your Board found categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project, and that determination that these activities are exempt from CEQA remains unchanged.
2. Authorize the Executive Director to finalize and execute Amendment No. 1 to the SAA with Tyjade Ranch LLC for Site UNIV, substantially similar in form to the agreement attached hereto as Enclosure 1.

Agenda Item L

M. APPROVE MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF THE LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING

1. Delegate authority to the Executive Director to execute MOUs, substantially similar in form to the Enclosure, with agencies interested in using the LMR System, in particular DTVRS, for operational purposes prior to Final LMR System Acceptance.



2. Delegate authority to the Executive Director to approve and execute amendments to the MOU, provided that any such amendments are approved as to form by Counsel to the Authority.

Agenda M

IX. MISCELLANEOUS

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, May 4, 2023, at 9:00 a.m., at the LASD Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.



BOARD MEETING INFORMATION

Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) requests for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request as soon as possible. (323) 881-8291 or (323) 881-8295.

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA LO MAS PRONTO POSIBLE. (323) 881-8291 o (323) 881-8295.

The meeting is recorded, and the recording is kept for 30 days.



BOARD OF DIRECTORS REGULAR AND SPECIAL MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, March 2, 2023 • 9:00 a.m.
County of Los Angeles Sheriff's Department (LASD)
Scientific Services Bureau
Hertzberg Davis Forensic Science Center
Conference Rooms 223 through 227
1800 Paseo Rancho Castilla, Los Angeles, CA 90032

BOARD MEMBERS PRESENT

Richard Tadeo, Director, EMS Agency, County of Los Angeles Department of Health Services

Vincent Capelle, Fire Chief, Los Angeles Area Fire Chiefs Association

David Povero, Police Chief, City of Covina Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT

Leslie Luke, Deputy Director, Office of Emergency Management, County of Los Angeles Chief Executive Office

Eleni Pappas, Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Department

Brian Yanagi, Alternate Chair, Chief, County of Los Angeles Sheriff's Department

Tom Jacobs, Lieutenant, Los Angeles County Police Chief's Association

Neal Cochran, Acting Captain, City of Inglewood Police Department

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Susy Orellana-Curtiss, LA-RICS Administrative Deputy

Beatriz Cojulun, LA-RICS Board Secretary

BOARD MEMBERS ABSENT / VACANT

Mark R. Alexander, City Manager, California Contract Cities Association

Vacant, City of Signal Hill Police Department



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. CALL TO ORDER

Alternate Board Chair Brian Yanagi called the Regular and Special meetings of the Board to order at 9:03 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

Board Secretary Beatriz Cojulun took the roll and acknowledged a quorum was present for both meetings.

III. APPROVAL OF MINUTES (A – B)

A. January 5, 2023 – Regular Minutes

Agenda Item A

B. February 2, 2023 – Regular Minutes

Agenda Item B

Alternate Board Chair Yanagi asked the Board if there were any modifications or corrections to the attached Regular meeting minutes for January 5, 2023, and the Regular meeting minutes for February 2, 2023. There were no corrections or comments, therefore, he asked for a motion to approve.

Board Member David Povero motioned first, seconded by Alternate Board Member Richard Tadeo.

Ayes 7: Luke, Pappas, Yanagi, Tadeo, Jacobs, Povero, and Cochran.

MOTION APPROVED.

Board Member Vincent Capelle arrived after the approval of both Regular Meeting Minutes for January 5, 2023, and February 2, 2023.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

(ALTERNATE CHAIR YANAGI THEN TOOK AGENDA ITEM XI. CLOSED SESSION OUT-OF-ORDER AND PROCEED WITH V. CONSENT CALENDAR THEREAFTER)



XI. CLOSED SESSION REPORT

There was no closed session listed for the Special Meeting Agenda. The Chair proceeded with the closed session items on the Regular Meeting Agenda.

The Board entered into Closed Session at 9:07 a.m.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (2 cases).
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [Government Code Section 54957(b)(a)] Title: Executive Director

The Board returned from Closed Session at 10:08 a.m. Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular or the Special Meeting Agendas.

VI. REPORTS (C - F)

There were no reports on the Special Meeting Agenda. The Chair proceeded with the reports on the Regular Meeting Agenda.

C. Director's Report – Scott Edson

Executive Director Scott Edson reflected on how the Authority has returned to in-person meetings, since the end of the Governor's State of Emergency, concerning COVID, as well as the County of Los Angeles (County) also ending its local emergency orders at the end of this month. Executive Director Edson stated the LA-RICS team will return to the office for three (3) out of the four (4) day workweek and continue to telecommute for one (1) workday, starting in April 2023. Executive Director Edson expressed he was proud of how the team eased from an in-office to a telecommuting team; the processes put in place were very efficient and the entire team got the job done without skipping a beat.

Executive Director Edson stated that much has been accomplished since last month's Board meeting, even with the recent horrific weather that served the Authority with some havoc. Executive Director Edson reported that the County Fire Department (LACoFD), County Sheriff's Department (LASD), and the Internal Services Department (ISD) assisted the Authority in many ways with Project site access roads damaged by the rain. Executive Director Edson stated LACoFD cleared and repaired roads, LASD found ways to get some fuel to the sites using LASD rescue vehicles, and ISD helped the Authority with routine and emergent



generator fuel requests and expertise. Executive Director Edson said that unfortunately the weather got worse and did even more damage to the roads.

Executive Director Edson stated that due to the weather-damaged roads, the Authority coordinated a much-needed meeting to collaborate with the various public agencies that use these roads. Executive Director Edson reported that agencies included United States Forest Services (USFS), the California State Parks, the State of California Governor's Office of Emergency Services (Cal OES), County Department of Public Works (DPW), ISD, and Office of Emergency Management (OEM), the City of Los Angeles (City), as well as private entities such as American Tower, Crown Castle, and AT&T, Inc. Executive Director Edson further said there was no existing consortium or interagency agreement in place that would facilitate shared costs and timely repairs to this critical infrastructure. Executive Director Edson went on to say the USFS shared this effort typically falls to the State/local agencies to spearhead. Executive Director Edson stated he has currently been working with several of these agencies in an effort to identify a point of contact that can spearhead the interagency cost-share consortium, which should fall under their existing critical infrastructure maintenance obligations.

Executive Director Edson mentioned in the meantime, the Authority has continued to work with both public and private agencies to share in cost of road repairs in order to access sites impacted by recent storms. Executive Director Edson stated before the Board was Agenda Item I, which would expand the Board's previously approved delegated authority to share cost of road repairs with not only public agencies, but also expanding it to include private agencies as well, such as AT&T, Crown Castle, or American Tower. Executive Director Edson reported there are certain sites the Authority currently collocates with AT&T and others, and they have an interest (as does the County, City, and others) to share in the cost of repairing these roads in order to access/maintain their communication sites.

Executive Director Edson said there are additional private agencies (such as American tower and Crown Castle) that also have an interest and should be sharing the costs of these repairs. Executive Director Edson went on to say the previous delegation limited him to only enter into agreements with public agencies, this action item requested expansion to include private agencies as well.

Executive Director Edson said that as previously mentioned the Authority has been looking to change the current membership and funding plan to a subscription rate plan, which the Authority believes will drive the user cost of the system down significantly and increase interoperability. Executive Director Edson further said the County will assist the Authority in looking at updating the comprehensive Operations & Maintenance (O&M) costs and corresponding subscription rate. Executive Director Edson also said the 2014 rate that was developed by PMC and adopted by the LA-RICS Board at that time, is missing certain O&M



components that need to be re-evaluated and estimated in order to achieve a comprehensive subscription rate.

Executive Director Edson reported as work continues completion at the various Land Mobile Radio (LMR) sites, with optimization and testing ongoing, the Authority is almost ready to allow sub-lessor, County to collocate onto some of the Authority's sites/towers. Executive Director Edson specifically addressed site MCI, where the landowner, Saddle Peak Communications, agreed to lease LA-RICS its site at no cost, with the understanding the Authority would bring a sub-lessor to the site at a later-date, which would pay rent directly to the site owner.

Executive Director Edson reminded the Board they previously approved entering into Site Lease Agreement with Saddle Peak Communications in August of 2021, and now the County has reached mutually agreed upon terms with the site owner. Executive Director Edson said before the Board was the sublicense and consent for the County's collocation at the MCI site. Executive Director Edson stated the Authority was requesting the Board to approve the delegated authority to enter into additional sublicenses and consent agreements for other LMR sites (Mt. Lukens 2 [MTL2], Magic Mountain Link [MML], and Frost Peak [FRP]), which are substantially similar in form to the attached enclosure. Executive Director Edson further stated the Authority would obtain approval from Counsel to the Authority prior to execution.

Executive Director Edson shared that regarding power, the Authority continues to work with California State Parks, and City Department of Water and Power (DWP) at site Green Mountain (GRM), as well as Southern California Edison (SCE) and a consortium led by the Federal Aviation Administration (FAA) at Burnt Peak (BPK), for permanent power at these sites. Executive Director Edson further shared the Project Manager's report would touch on the progress, however, the Authority does have a small change order before the Board under Agenda Item K, Amendment No. 111, which addresses a site inspection that is required following a generator power outage. Executive Director Edson further shared this, along with a credit for filing of Air Quality Management District (AQMD) permit, which the Authority would be taking on its own, is included under Agenda Item K.

Executive Director Edson mentioned that LA-RICS and Motorola Solutions, Inc. (MSI) successfully cutover to the Narrowband Mobile Data Network (NMDN) and LACoFD has reaped the reward and the subsystem is now available for any LA-RICS users to test. Executive Director Edson said the next to become available is the Digital Trunked Voice Radio Subsystems (DTVRS) subsystem acceptance scheduled to take place on March 16, 2023. Executive Director Edson further mentioned that LASD and others are preparing to cutover, although the Authority needs to ensure that system is under warranty.



Executive Director Edson addressed the Board and informed them that Bridge Warranty for DTVRS would be presented later during the Special Meeting, under Agenda Item A as LMR Amendment No. 112, Unilateral Amendment No. 32. Executive Director Edson said this Bridge Warranty amendment would provide the DTVRS (currently scheduled for acceptance in Mid-march) with warranty services through LMR Final System acceptance in October 2023 (about 7.5 months of services).

Unfortunately, Executive Director Edson said the Authority had been unable to reach an agreement on price for this DTVRS Bridge. Executive Director Edson said before the Board was a Unilateral amendment, which the team of Subject Matter Experts (SMEs) calculated taking the existing maintenance contract value for the DTVRS and backhaul, adjusted to the actual site and technology makeup, and then applied Consumer Price Index.

Executive Director Edson reported the Authority has not filled the Project Manager position, and Project Director, Justin Delfino is at Big Bear snowed in, which Executive Director Edson joked that Mr. Delfino would not be seen until July 4, 2023. Therefore, Executive Director Edson shared that, Project Management Team Lead Riad El Masri would present the Project Manager's (PM) report immediately following this report.

Executive Director Edson shared that Technical Lead Ted Pao would be reporting on Spectrum, followed by the Outreach Update provided by Operations Lead, Lieutenant Robert Weber. Executive Director Edson was thrilled to report the LA-RICS Outreach Team received several inquiries expressing interest in subscribing to the system.

This concluded the report on Agenda Item C by Executive Director Edson. There was no further discussion.

D. Project Manager's Report – Riad El Masri

Project Team Lead Riad El Masri greeted the Board and presented Agenda Item D.

February Successes

Project Team Lead El Masri reported on behalf of Project Director Justin Delfino, that in February the teams is currently tracking work progress on the Project from the approved updated Integrated Master Schedule (IMS) as of February 7, 2023 version.

Project Team Lead El Masri said Right of Entry (ROE) Authorizations and coordinating migration efforts are underway with County ISD at thirteen (13) LA-RICS sites, starting with MTL2 and MML sites that ISD prioritized.



Project Team Lead El Masri shared MSI offered early start of Los Angeles Regional Tactical Communications System (LARTCS) and Analog Conventional Voice Radio Subsystem (ACVRS) Acceptance Testing to reduce the need for schedule compression for the lack of site access, namely at FRP site. Project Team Lead El Masri further shared the MSI team has identified some ACVRS channels that could be enabled earlier than expected, which can be utilized for acceptance testing. Project Team Lead El Masri said that MSI approached and asked the Authority to provide some resources for data collection and for audio grading. Project Team Lead El Masri mentioned that MSI offered training for the following week and would like to start data collection and audio grading on March 13, 2023.

Project Team Lead El Masri further reported the Authority continues to preparations for DTVRS cutover to start on March 16, 2023.

February Challenges

Project Team Lead El Masri shared that GRM site went dark over ten (10) consecutive days, as well as some Critical Path activities 700 and UHF optimization suffered a one-week loss that was not recovered, which resulted in non-compensable (weather) delay of the Final System Acceptance Milestone from October 19, 2023 to October 26, 2023.

Project Team Lead El Masri mentioned that severe winter weather prevented MSI access to FRP, which they had planned to make repairs to damaged antennae and lines, as well as it triggering the early ACVRS testing.

MCI Roll-up Generator Install

Project Team Lead El Masri shared there still is no back-up power generator, therefore, in the interim LASD would loan one out until the installation of the generator and the install of the DVTRS occurring on March 16, 2023. Project Team Lead El Masri informed the Board that currently the team has been soliciting pricing for the purchase and install of a new generator to back-up the site permanently.

LA-RICS Site Map

Project Team Lead El Masri shared a map slide reflecting Phase 2 and Phase 4 having all fifty-eight (58) sites as completed, installed, and optimized.

March Focus Items



Project Team Lead El Masri mentioned the team continues receiving and processing closeout documentation owed by MSI and averaging about four (4) meetings per week for Phase 2 and Phase 4 documentation reviews.

Project Team Lead El Masri reiterated what Executive Director Edson previously stated during his report, regarding the team continuing to assist LADWP in finalizing the planned infrastructure upgrades needed to provide commercial utility/power to the GRM site.

Project Team Lead El Masri said that preparations for DTVRS cutover continue and scheduled to commence on March 16, 2023.

Project Team Lead El Masri stated the team has discovered alternate road access routes to most of the sites, with the exception of Whitaker Middle Peak (WMP), which has a narrow closed off road similar to a cul-da-sac, which the Authority is still considering airlifting MSI crew to the site, once the weather permits.

Project Team Lead El Masri MSI reported that completion of Microwave adjustments at Compton Courthouse (CCB) would occur during March 2023, and working on finalize inspection with Judicial Council of California (JCC) and contemplate its scheduling during this month.

Project Team Lead El Masri said that currently using a manual transfer switch at the MCI site, as they waiting on the delivery and installations of the Automatic Transfer Switch (ATS), tentatively scheduled for March 16, 2023.

This concluded the presentation and report on Agenda Item D by Project Team Lead El Masri. There was no further discussion.

Executive Director Edson clarified that when the new digital system goes live in the middle of March, that will be a huge digital trunked system, it is and will be the life of LMR. Executive Director Edson said that as Alternate Chair Yanagi is aware, LASD will be using the system immediately and will be available to other agencies involved with LA-RICS, as well as making it available to agencies looking to subscribe to the LA-RICS in the future at no cost until the Authority has tested and accepted the full system.

E. Joint Operations and Technical Chair's Report – None

F. Finance Committee Chair's Report – None

VII. DISCUSSION ITEMS (G – H)

There were no discussion items on the Special Meeting Agenda. The Chair proceeded with the discussion items on the Regular Meeting Agenda.



G. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Technical Lead Ted Pao provided an update on the Federal Communications Commission (FCC), to which he stated the two (2) pending applications for the Authority's Tejon Peak (TPK) sites have made progress after a long-stalled process. Technical Lead Pao said that one is for the Narrowband Mobile Data Network (NMDN) and the other is for the Analog Conventional Voice Radio System (ACVRS). Technical Lead Pao said the FCC placed the matter on its Agenda under Public Comment through a Notice of Proposed Rulemaking, with a Public Comment due date of January 17, 2023, and a cutoff due date for reply comments by February 1, 2023. Technical Lead Pao further mentioned that on January 17, 2023, the Authority received one (1) set of "in support" comments; with no reply comments "in opposition". Technical Lead Pao confirmed the Public Comment period closed and the matter is under submission with the FCC. Technical Lead Pao further said the Authority expects a Notice of Ruling sometime in April or May 2023. Technical Lead Pao, on behalf of the Authority, went on to thank ISD for their effort on achieving this progress with Authority's applications.

Technical Lead Pao said that in respect to interference issues, as reported last month, the Spectrum Working Group continues to monitor interference that might be impacting existing County operations and future LA-RICS operations. Technical Lead Pao went on to say the LACoFD is also conducting end-user equipment testing to determine how the interference may impact end-user operation.

This concluded the update on Agenda Item G. There was no further discussion.

H. Outreach Update – Lieutenant Robert Weber

Operations Lead Lieutenant (Lt.) Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the month of February included in the Agenda Packet for review and information.

Operations Lead Lt. Robert Weber reported that throughout the month of February 2023, Authority staff and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) conducted field testing at all of LASD's South Patrol Division stations. Operations Lead Lt. Robert Weber further reported that as of February 2023, the Authority staff and LASD's Department have been able to conduct full station testing at several stations including Santa Clarita Valley, Crescenta Valley, Altadena, Palmdale, Lancaster, Lakewood, Cerritos, and Marina Del Rey LASD stations. Operations Lead Lt. Robert Weber shared that system metrics from the testing would be shared with the LASD's CFMB staff. Operations Lead Lt. Robert Weber



went on to say Authority staff is still evaluating the metrics from the test; however, the system performed very well, with many positive comments.

Operations Lead Lt. Robert Weber reported that Authority staff conducted outreach to the cities of Lakewood (February 9, 2023) and Bellflower (February 15, 2023), as well as Long Beach State College (February 15, 2023). Operations Lead Lt. Robert Weber stated they are all evaluating their communications needs and the possibility of using LA-RICS. Operations Lead Lt. Robert Weber also mentioned that Authority staff would work closely with these agencies to ensure their needs are met.

Operations Lead Lt. Robert Weber concluded by saying that Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to further collaborate on regional public safety communication.

This concluded the update on Agenda Item H. Operations Lead Weber asked if there were any questions. There was no further discussion.

Executive Director Edson stated that Board Member Mark Alexander and Alternate Board Member Marcel Rodarte are not available today because they are both attending the Contract Cities Manager's symposium, which Lt. Weber and Executive Director Edson would also be attending at the conclusion of the Board meeting, in an effort to raise awareness and provide updates on the LA-RICS project.

VIII. ADMINISTRATIVE MATTERS (I – K) FROM THE REGULAR MEETING AGENDA

I. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR FOR ROAD IMPROVEMENT WORK AT LAND MOBILE RADIO SYSTEM

Administrative Deputy Orellana-Curtiss greeted the Board and presented Agenda Item I, which Executive Director Edson touched upon, as an expansion of a previous delegation approved in November 2022, that would now allow the Authority, to not only enter into cost sharing agreements with public agencies, but also with private agencies that have a mutual interest in repairing the roads that have been damaged by the weather.

Administrative Deputy Orellana Curtiss stated there were two (2) recommended actions for the Board to consider, first is, to delegate authority to the Executive Director to enter into those cost share agreements for the future repair work with both public and private agencies with a maximum, not-to-exceed, aggregate total amount of \$260,000. Administrative Deputy Orellana Curtiss reminded the Board that their previous action was for a total amount of \$100,000, and now would be an aggregate amount of \$260,000.



Administrative Deputy Orellana Curtiss stated the second recommended action, is to require the Executive Director to return to the Board with quarterly reports detailing agreements the Board has entered into, as well as a remaining balance from the maximum not-to-exceed amount of \$260,000.

This concluded the presentation of Agenda Item I. Administrative Deputy Orellana-Curtiss asked if there were any questions.

Alternate Board Member Leslie Luke asked from a previous conversation regarding the disaster related portion of the Memorandum of Understanding (MOU), if there was a legally responsible party that actually seeks any type of reimbursement for road repairs, the Authority's costs could come back at 100%, and they would reimburse the cost share for the Authority. Administrative Deputy Orellana-Curtiss said that under the first recommended action, that Counsel would approve all agreements prior to execution and would be sure to add language regarding recovery of funds from responsible parties, when applicable.

Alternate Chair Yanagi asked if there were no further questions or comments, with there being none, he then asked for a motion. Board Member Povero motioned first, seconded by Alternate Board Member Luke.

Ayes 8: Luke, Pappas, Yanagi, Tadeo, Capelle, Jacobs, Povero, and Cochran.

MOTION APPROVED.

J. DELEGATE AUTHORITY TO EXECUTE DIRECTOR TO NEGOTIATE AND EXECUTE SUBLEASE AND CONSENT AGREEMENT FOR COLLOCATION AT LAND MOBILE RADIO SYSTEM WITH COUNTY OF LOS ANGELES

Administrative Deputy Orellana-Curtiss presented Board with Agenda Item J, which as Executive Director Edson detailed, since the Authority is now in the completion phase of the deployment of the LMR System sites and ready to commence the collocation / migration scope where there will be shared space at the Authority's LMR towers, in this particular instance with the County of Los Angeles. Administrative Deputy Orellana-Curtiss stated that this specifically addresses one (1) agreement for site MCI, and asked the Board to make the following recommended actions:

Administrative Deputy Orellana-Curtiss asked the Board find the approval of the execution of the Sublicense and Consent Agreements with the County of Los Angeles (County) and Saddle Peak (SPN) Communications to collocate and install, County's public safety communications equipment, which is categorically exempt from the California Environmental Quality Act (CEQA) sections as detailed in the recommended action number one (1).



Administrative Deputy Orellana-Curtiss went on to ask the Board to find the approval and execution of Sublicense and Consent Agreements for the additional LMR sites at Mt. Lukens (MTL), Magic Mountain Link (MML), and Frost Peak (FPK) for the collocation of the County's public safety communications equipment, which is also categorically exempt from the CEQA, as detailed under recommended action number two (2).

Administrative Deputy Orellana-Curtiss presented number three (3) and asked the Board to authorize the Executive Director to complete final negotiations and execute the real estate agreements for site MCI, substantially similar in form to the attached Enclosure, for the term for that as well the option terms to September 7, 2036.

Administrative Deputy Orellana-Curtiss concluded with number four (4) and asked the Board to grant delegated authority to the Executive Director to finalize and finish negotiations, and execute the real estate agreements for the other three (3) sites of MTL, MML, and FRP, also substantially similar in form to the Enclosure.

Administrative Deputy Orellana-Curtiss expressed the terms corresponding to those agreements are detailed in the table contained in the Board Item, with terms once executed including optional year amendments will expire in 2049. Administrative Deputy Orellana-Curtiss mentioned the Authority would be filing Notices of Exemption for all four (4) sites MCI, MTL, MML, and FRP upon the Board's approval.

This concluded the presentation of Agenda Item J. Administrative Deputy Orellana-Curtiss stated staff could address any questions.

Alternate Chair Yanagi asked if there were no further questions, then asked for a motion. Alternate Board Member Eleni Pappas motioned first, seconded by Board Member Yanagi.

Ayes 8: Luke, Pappas, Yanagi, Tadeo, Capelle, Jacobs, Povero, and Cochran.

MOTION APPROVED.

**K. APPROVE AMENDMENT NO. 111 TO AGREEMENT NO. LA-RICS 007
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO**

Contracts Manager Jeanette Arismendez presented to the Board Agenda Item K – Amendment No. 111 to the LMR Agreement with MSI. Contracts Manager Arismendez reported to the Board that Amendment No. 111 includes two (2) Change Orders explaining the first change order was for additional engineering



configuration work in connection with emergency roll-up generator that had a power outage at Burnt Peak 1 (BUR1) site in the amount of \$6,904. Contracts Manager Arismendez indicated if the Board should approve Amendment No. 111, it would be covered by Urban Area Security Initiative (UASI) grant funds.

With respect to the second Change Order, Contracts Manager Arismendez informed the Board the Change Order was in connection with an Air Quality Management District (AQMD) permit processing fee, which LA-RICS will be responsible for filing, as such the Amendment reflects a contract decrease in the amount of \$1,543. Lastly, Contracts Manager Arismendez informed the Board the amendment requests delegated authority for the Executive Director to execute the Amendment, in substantially similar form to the enclosed amendment that is contained in the Agenda Packet.

This concluded the presentation on Agenda Item K. Contracts Manager Arismendez asked if there were any questions.

Alternate Chair Yanagi asked if there were no further questions, then asked for a motion. Board Chair Povero motioned first, seconded by Alternate Board Member Eleni Pappas.

Ayes 8: Luke, Pappas, Yanagi, Tadeo, Capelle, Jacobs, Povero, and Cochran.

MOTION APPROVED.

VIII. ADMINISTRATIVE MATTERS (A) FROM THE SPECIAL MEETING AGENDA

A. APPROVE AMENDMENT NO. 112 – UNILATERAL AMENDMENT NO. 32 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

Contracts Manager Jeanette Arismendez presented Special Agenda Item A – LMR Amendment No. 112 (Unilateral Amendment No. 32) to the MSI Agreement. Contracts Manager Jeanette Arismendez informed the Board the Amendment contemplates Bridge Warranty services for the DTVRS Subsystem and Backhaul Subsystem, as well as Station B, and Site on Wheels services for a period of approximately seven and half (7.5) months, for a cost increase in the amount of \$844,356. Contracts Manager Arismendez stated if the Board should approve, it would be covered by UASI grant funds.

Contracts Manager Jeanette Arismendez on behalf of the Authority further requested the Board authorize an increase to the Maximum Contract Sum in the same amount of \$844,356, as well as delegate authority to the Executive Director to finalize, negotiate, and execute Amendment No. 112 – Unilateral Amendment



No. 32, in substantially similar form to the enclosed Amendment in the Agenda Packet.

This concluded the update on Special Meeting Agenda Item A. Contracts Manager Arismendez asked if there were any questions.

Alternate Chair Yanagi asked if there were no further questions regarding Special Agenda Item A. Alternate Board Member Yanagi motioned first, seconded by Board Member Povero.

Ayes 8: Luke, Pappas, Yanagi, Tadeo, Capelle, Jacobs, Povero, and Cochran.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

There were no Miscellaneous Items for the Regular Meeting or Special Meeting.

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

There were no Future Discussion and/or Action Items for the Regular Meeting or Special Meetings.

(ALTERNATE CHAIR YANAGI RECOMMENDED AGENDA ITEM XI. CLOSED SESSION BE TAKEN OUT-OF-ORDER AND PROCEED WITH V. CONSENT CALENDAR THEREAFTER)

XII. ADJOURNMENT OF THE REGULAR AND SPECIAL MEETINGS AND NEXT REGULAR MEETING

Alternate Board Chair Yanagi stated the next Regular Board Meeting will be held Thursday, April 6, 2023, at 9:00 a.m., at the LASD Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Alternate Board Chair Yanagi called for a motion to adjourn the Regular and Special Meetings. Board Member Tadeo motioned. Alternate Board Chair Yanagi adjourned the Regular and Special Board Meetings at 10:10 a.m.

EXECUTIVE SUMMARY

APRIL 6, 2023

LMR UPDATE

■ Phase 2 – Construction Activities

- ✓ All sites have completed construction.
- ✓ Metrocell completed the installation and testing of the Automatic Transfer Switch (ATS) at the MCI site allowing for immediate and autonomous transfer of power in cases of commercial power outages to the LASD roll up generator stored on site. LARICS has developed a Request for Qualifications (RFQ) to solicit pricing for the delivery of a new roll up generator as well as installation of a permanent generator and accompanying ATS. Motorola Solutions Inc., (MSI) is still performing some alterations to sites such as antenna adjustments and building envelope corrections to keep water out of shelters, which will be monitored and must be completed prior to the Final System Acceptance Milestone in November 2023.
- ✓ Due to the recent severe weather, occurring across the region substantial damage was caused to the Mount McDill (MMC) ice bridge and antenna lines leading to the site being taken down by MSI. The initial assessment of damages and development of a plan of action to restore the site is currently underway.
- ✓ Below is a breakdown of the current status for Green Mountain (GRM) and Burnt Peak 1 (BUR1) sites regarding power connections that are classified as Phase 2 scope that could not be performed as planned due to extenuating circumstances:
 - LA-RICS had a meeting with State Parks representatives on February 21, 2023, we discussed the final disposition of State Parks for the planned power upgrades needed for Green Mountain (GRM) site. Currently LA-RICS is in discussions with City of Los Angeles Department of Water and Power (LADWP) for the final pathway for the permanent power route to provide GRM with power. Burnt Peak 1 (BUR1) site received a report by Southern California Edison on January 11, 2023, that the solar/ propane power plant is planned to be operational Quarter Four 2023.

■ Phase 4 – Optimization and Closeout

- ✓ The Digital Trunked Voice Radio System (DTVRS) is complete with all thirty-three (33) cells on the air, which is comprised of fifty-eight (58) physical sites. The system was scheduled for cutover March 15, 2023, but has since been delayed to April 17, 2023, allegedly as reported by MSI is due to the effects of the recent weather damaging several sites including the complete shutdown of site MMC. With the DTVRS on the critical path for the project, the planned Final System Acceptance date has been delayed to November 29, 2023.

EXECUTIVE SUMMARY

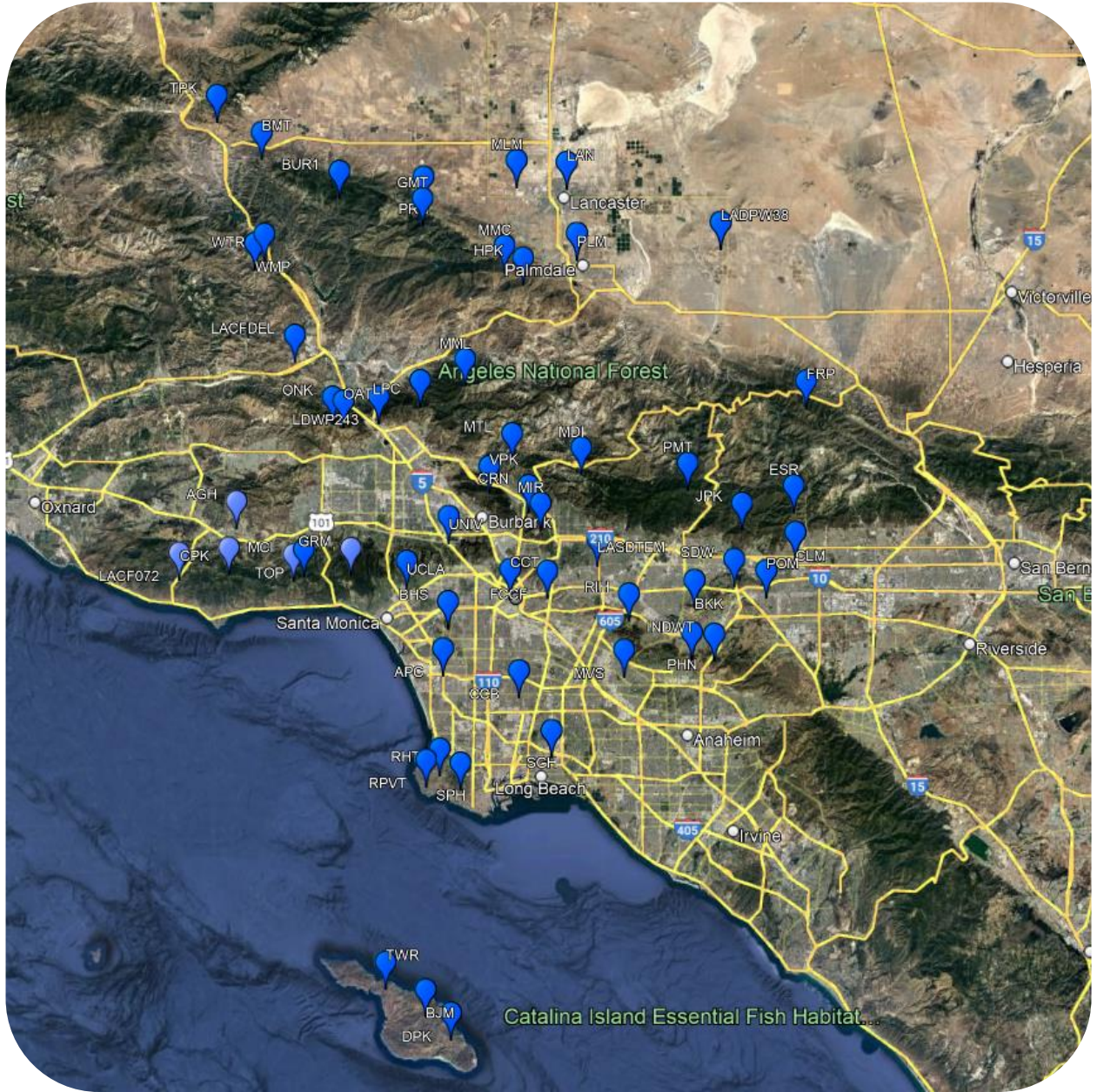
APRIL 6, 2023

- ✓ The plans for cutting over users are being managed by the Program Management (PM) Team with regular meetings consisting of County of Los Angeles (County) Sheriff's Department (LASD), County Fire Department (LACoFD), and Authority staff, with representation from MSI. The current planned start date for cutover to DTVRS is April 17, 2023 following planned resolutions for recent weather damaged sites.
- ✓ Coverage testing is now focused on the Los Angeles Regional Tactical Communication System (LARTCS) and Analog Conventional Voice Radio System (ACVRS). This activity was accelerated in an effort to compress and make up for recent weather-related schedule delays. LARTCS low-band testing has begun as well as ACVRS TRO6 Regional.
- ✓ With the completion of the final Phase 4 site audit walks and the Phase 4A Closeout Books (COB), remaining Phase 4B documentation is being worked on jointly between MSI and LA-RICS, this effort is nearly complete. Phase 2 documentation, however, is lagging behind and LA-RICS has identified several examples where the submitted Record Drawings contain inaccuracies. MSI relied heavily on its Design Build partner Pyramid Network Services, whom with MSI has struggled with meeting the document control requirements of the contract, such as with regular as-built submissions that would ensure accuracy of Record Drawings at the end of the build-out. LA-RICS and MSI are struggling to reach agreement on a remedy since LA-RICS believes it is entitled to receive accurate documentation per the Contract, while MSI believes it has fulfilled its obligations. The Teams will strive to resolve this issue as quickly as possible and the goal is to come to resolution prior to the start of the DTVRS cutover.

EXECUTIVE SUMMARY

APRIL 6, 2023

LMR SITES



EXECUTIVE SUMMARY

APRIL 6, 2023

| LA-RICS GRANT STATUS | | | | | |
|--------------------------------|----------------------|---------------------------|----------------------|-------------------|--------------------|
| Grant | Award | Costs Incurred/NTP Issued | Invoiced/ Paid | Remaining Balance | Performance Period |
| UASI 12 | \$18,263,579 | \$18,263,579 | \$18,263,579 | \$- | 3/31/17 |
| UASI 13 | \$13,744,067 | \$13,744,067 | \$13,744,067 | \$- | 3/31/18 |
| UASI 14 | \$4,997,544 | \$4,997,544 | \$4,997,544 | \$- | 7/31/17 |
| UASI 16 | \$5,240,455 | \$5,240,455 | \$5,240,455 | \$- | 5/31/19 |
| UASI 17 | \$34,763,750 | \$34,763,750 | \$34,763,750 | \$- | 5/31/20 |
| UASI 18 | \$35,000,030 | \$35,000,030 | \$ 35,000,030 | \$- | 5/31/21 |
| UASI 19 | \$35,000,000 | \$35,000,000 | \$35,000,000 | \$- | 12/31/22 |
| UASI 21 | \$2,000,000 | \$2,000,000 | \$1,835,890 | \$- | 5/31/24 |
| UASI 22 | *\$11,688,338 | \$4,178,750 | \$3,071,349 | \$7,509,588 | 5/31/25 |
| UASI 23 | *\$3,311,662 | \$- | \$- | \$3,311,662 | 5/31/26 |
| UASI 24 | *\$0 | \$- | \$- | \$0 | 5/31/27 |
| SHSP 22 | \$3,520,000 | \$- | \$- | \$3,520,000 | 5/31/25 |
| SHSP 23 | \$1,760,000 | \$- | \$- | \$1,760,000 | 5/31/26 |
| SHSP 24 | \$1,120,000 | \$- | \$- | \$1,120,000 | 5/31/27 |
| State Budget Act of 2022 Funds | \$18,600,000 | \$- | \$- | \$18,600,000 | 6/30/25 |
| BTOP | \$149,608,227 | \$149,608,227 | \$149,608,227 | \$ 0 | 9/30/20 |

* Moved \$6,688,338 to UASI 22 from UASI 23 and 24 based on approved project swaps with County Fire and Sheriff

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of September 11, 2001, highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs, and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled, and the current infrastructure utilized wherever practical.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. All sites in both the LMR and LTE augmentation comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc., Brandow &
Johnston

LTE - Motorola Solutions, Inc., David
Evans & Associates, Metrocell, Inc.,
Diversified Communications, Inc, Motive
Energy, Inc. and Jitney, Inc.



Monthly Report No. 131

April 6th, 2023

Submitted March 29, 2023

Reporting Period: 02/15/2023 – 03/22/23

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AGENDA ITEM C

GENERAL UPDATES

Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
 1. Manage network migration to LA-RICS to meet milestone cut-over dates established in the approved IMS.
 2. Ensure internal LA-RICS operational aspects are in place.
 3. Develop and Implement Policies as determined by the operations contributors.

Special Events

- No new activity.

LMR UPDATES

Environmental Update

- We anticipate the potential need for environmental monitoring for the installation of the power infrastructure from LADWP at the GRM site, which is not yet scheduled.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,748 persons as of January 11, 2023, this was the last training session during the period.

Phase 1: Permitting Support

- The final building permit for the MCI site was issued on May 19, 2022. Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MCI, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOP, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR), representing 58 Program sites.

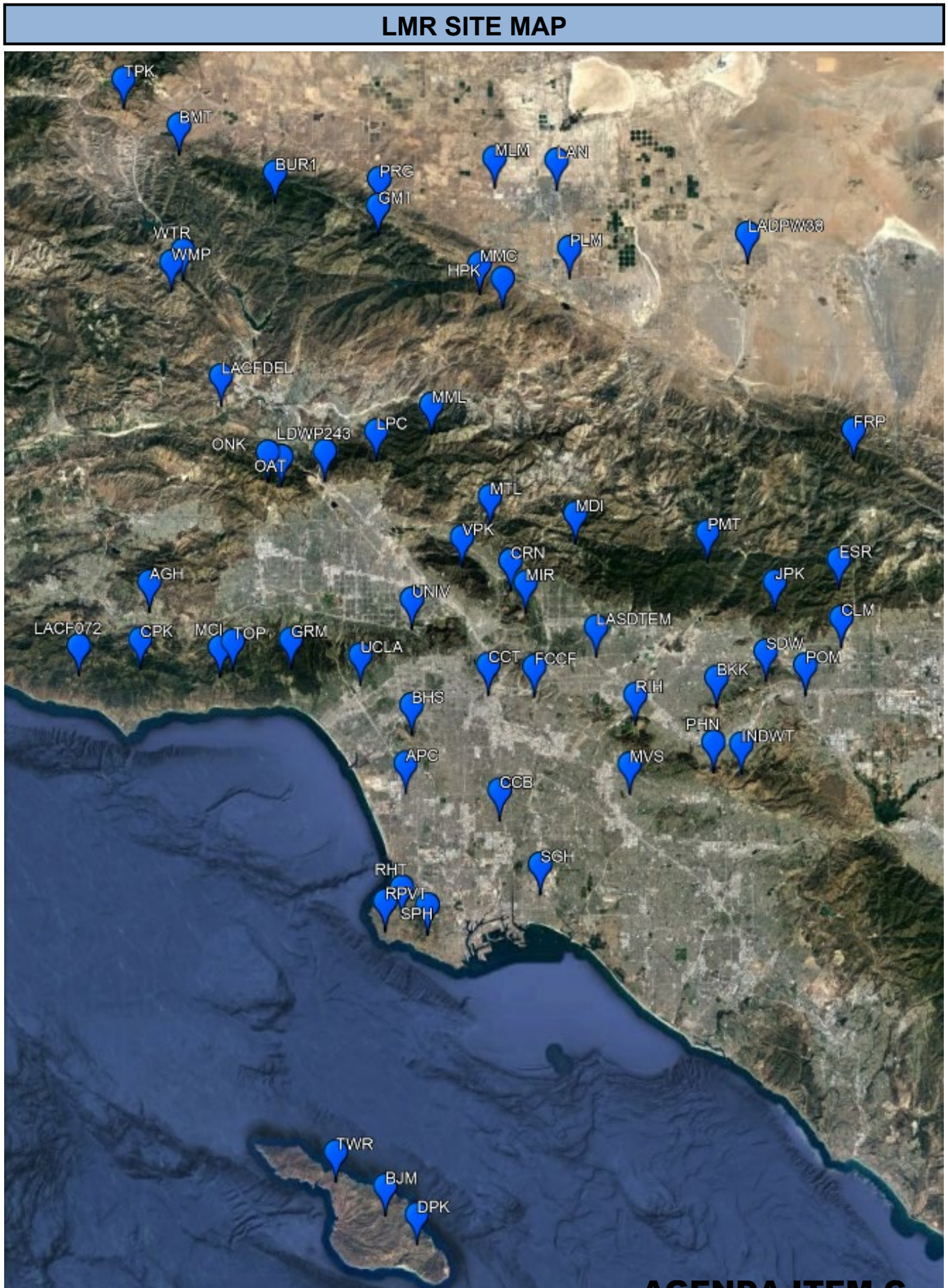
Phase 2: Site/Civil

- All Site Access Agreements (SAA's) are executed and active.
- 58 sites have been constructed and tested through Ph4a.
- 56 sites have commercial power, this includes MCI, where LA-RICS took over the existing 200-amp service on site and upgraded it to 400 amps through Southern California Edison. Of the 2 remaining sites pending commercial power, 2 (BUR1 and GRM) sites are running on diesel generators as an interim solution.
- At the MMC site, ice fell onto the ice bridge to take the ice bridge down and MSI decided to take the site offline. Also, MSI allegedly claims the severe weather caused damage to the microwave dish mounts at several sites that will now require realignment and repairs.
- The current IMS update (data date 2/7/2023) shows a final system acceptance date of October 26, 2023. However, MSI has reported that the final system acceptance milestone will be pushed out pending on bringing the MMC site back online and the resolution of microwave realignment issues. Motorola's continues to make progress on the submission of Contract required closeout materials that are packaged as "Closeout Books." The teams meet multiple times per week to verify that the required documentation is provided as well as to iron out discrepancies between the physical installation and record drawings that have been submitted. This subject has caused both parties grief in the month of March since the Authority seeks to receive completely accurate record drawings as described in the Contract and has spent the twenty-day (20d) review duration sorting through discrepancies between the As-Built Record Drawings and red lined drawings to validate that all field changes were correctly documented on the record drawings. MSI contends that the Authority should simply accept what it receives with very limited review, despite acknowledgement that some of the submitted materials contained errors, or omissions. The teams will continue to work toward a resolution since the Agreement requires that the closeout documentation is provided prior to system cutover for DTVRS sites, while at least four (4) of the sites have not yet been submitted to the Authority for review.
- For power at the GRM site, the final versions of both the overhead and underground power delivery plans were evaluated by State Parks. The LA-RICS Authority has also contacted the power company LADWP to learn if any other possible options may exist to connect power, since the generator usage is costly, and the site needs the benefit of the back-up power source that will be commissioned once normal utility power is connected.
- The BUR1 site also continues to operate using a rented diesel generator, since Southern California Edison (SCE) has not yet repaired its utility distribution serving the immediate area of the project. On January 11th, 2023, SCE did hold a stakeholder meeting to provide updates on the status of the planned solar/propane energy distribution plant. SCE indicated that they are currently in the process of getting the geotechnical exploration permit from the United States Forest Service and plans to design and build the power plant by November 2023.
- There are no recordable safety issues to report on in this period.

Phase 4: Network

- Focus of the Ph4 effort is now set on monitoring the performance of the active NMDN1 system as well as preparing for the cut-over of the digital trunked network that was planned to start on March 16th, 2023. DTVRS Subsystem Cutover has been delayed due to the MMC site going offline and microwave realignment and repair issues caused allegedly by adverse weather as claimed by MSI. The Team is also focused on Close Out Book (COB) activities related to compiling of the data followed by review and approval of the items submitted. Motorola continues to work through the challenge of submitting complete and accurate documentation in the COBs since some antenna locations were changed slightly from plan during construction for example. That said, the documentation provided for the Ph.4 work has been reviewed and accepted much faster than the Ph.2 documents, due to fewer discrepancies. MSI appears to be on track for to have submitted all of the Ph.4 documentation submitted and reviewed by the Authority prior to the DTVRS cutover. Regarding microwave dish movement at several coastal sites, MSI has reported that the changes are necessary to provide a more resilient and reliable backhaul system. MSI will have the majority of the microwave dish adjustments completed by the end of July, but has reported a struggle with the supply of the new Nokia equipment. At a number of sites MSI has indicated that due to ice, snow and heavy wind events some of the lines and antennas have been damaged and need to be serviced, including the microwave links that were repaired once already due to the winter weather. MSI explains that this work must be completed by April 2023 so that the analog layers can begin optimization and proceed on schedule. Regarding FRP, the LA-RICS team has reached out to the necessary stakeholders to coordinate and plan for MSI to start the work at the snow-covered site and plans to secure a snowcat vehicle that is suitable for this untimely repair work that could have been completed before the snow season.
- System interference on Ch. 16 is still being investigated by the Sheriff's Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.
 - The coordination between LACoFD, LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Digital Trunk Voice Radio System (DTVRS), and Analog Conventional System (ACVRS), particularly.

The LMR Site Map is shown below.



AGENDA ITEM C



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

**SPECTRUM AND LICENSING ISSUES IMPACTING
LAND MOBILE RADIO DEPLOYMENT**

The purpose of this discussion item is to update your Board on the radio spectrum issue for the Land Mobile Radio System (LMR) system, as well as frequency licensing issues impacting the LMR deployment.

TP:mbc



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

To: LA-RICS Authority Board of Directors
From: Scott Edson 
Executive Director

OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the LA-RICS Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

| MUNICIPALITY | MEETING DATE |
|--|------------------|
| County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) Field Testing | Ongoing in March |
| Contract City Manager's Seminar | March 2, 2023 |
| City of Rancho Palos Verdes Outreach | March 2, 2023 |
| City of Claremont Outreach | March 15, 2023 |
| City of Sierra Madre Outreach | March 27, 2023 |

The Executive Director attended several association meetings related to technology, communications, and public safety.

During the month of March 2023, Authority staff and personnel Motorola Solutions Inc. (MSI) started testing for the ACVRS and LARTCS systems. The process involves both field grid testing as well as stationary audio testing. Although the testing is very manpower intensive, our teams are making good progress. The Authority is also working closely with MSI to streamline the process to make it as efficient as possible. As of the end of March, Authority staff and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) are currently conducting full station testing for the DTVRS system at all Sheriff's Stations. Although the system suffered a significant setback with the weather damage to the Mount McDill Communications (MMC)

AGENDA ITEM G

site it also showed very good resilience. As designed, the system continued to work by connecting to other towers that were not damaged. LA-RICS staff is still evaluating the metrics from the testing; however, considering the weather-related damage the system continues to perform very well.

Authority staff conducted additional outreach to the City of Sierra Madre and The City of Claremont, as well as several Sheriff's Department contract cities. They are all evaluating their communications needs and the possibility of using LA-RICS. Authority staff will work closely with these agencies to ensure their needs are met.

Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to further collaborate on regional public safety communication.

RJW:mbc



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS REPORT FOR THE
FISCAL YEAR ENDING JUNE 30, 2022 – BCA WATSON RICE LLP**

SUBJECT

The purpose of this discussion item is to provide your Board with Financial Statements and Independent Auditor's Report for the year ending June 30, 2022.

RECOMMENDED ACTION

It is recommended that your Board receive the auditor's report for the year ending June 30, 2022.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a faint circular stamp.

SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

AGENDA ITEM H



2355 Crenshaw Blvd. Suite 150
Torrance, CA 90501

Telephone: 310.792.4640
Facsimile: 310.792.4140

March 7, 2023

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

We have audited the basic financial statements of the Los Angeles Regional Interoperable Communication System Authority (Authority) as of and for the year ended June 30, 2022 and have issued our report thereon dated March 7, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

Our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 2 to the financial statements. There have been no changes in significant accounting policies or their application during 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. There were no sensitive accounting estimates affecting the financial statements.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There was no sensitive disclosure affecting the financial statements.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected financial statement misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There was no material, corrected financial statement misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Authority's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management dated March 7, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

This report is intended solely for the information and use of the Board of Directors, management, and others within the Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

BCA Watson Rice, LLP

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT**

For the Year Ended June 30,2022



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AGENDA ITEM H - ENCLOSURE

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT
FOR THE YEAR ENDED JUNE 30, 2022**

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**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**
FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2022

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2022, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the Table of Contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-7 and 24-25 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial

statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

BCA Watson Rice, LLP

Torrance, California
March 7, 2023

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2022**

The Management's Discussion and Analysis (MD&A) of the financial activities of the Los Angeles Regional Interoperable Communications System Authority (Authority or LA-RICS) provides a narrative overview of the Authority's financial activities for the fiscal year ended June 30, 2022. Please read it in conjunction with the accompanying basic financial statements, footnotes, and supplementary information.

Financial Highlights

- During the current year, the Authority's assets totaled \$203,914,433. Cash and Investments deposited in the County Treasury Pool totaled \$4,723,783.
- Program revenues totaled \$36,316,661 and mainly consisted of federal grants in the amount of \$35,000,000 and communication services of \$1,316,661.
- The Authority has a cash operating loan balance totaling \$28,000,000 from the County of Los Angeles (County) for the funding of start-up and operational costs. The loan bears no interest and has no definite repayment schedule.
- As of June 30, 2022, the Authority had \$168,329,465 in Capital Assets consisting of telecommunication equipment under construction valued at \$167,977,011, telecommunications equipment valued at \$346,954 and office furniture valued at \$5,500.

Overview of Financial Statements

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements, which are comprised of the following three components:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

This report also includes other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Authority assets reduced by liabilities, which represent net position. Over time, increases and decreases in net position may serve as an indicator of whether the financial position of the Authority is improving or deteriorating.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2022**

The Statement of Activities presents information that indicates how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying events giving rise to the changes occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in these statements for some items that affect cash flows in future periods, i.e., accrued but unpaid contract and professional fees.

The government-wide financial statements report the following different types of programs or activities:

Governmental Activities – All of the Authority's programs during fiscal year 2021-2022 are reported under this category.

Business-type Activities – The Authority had no business-type activities during fiscal year 2021-2022.

Fund Financial Statements

The fund financial statements contain information regarding major individual funds. A fund is a fiscal and accounting entity with a balanced set of accounts. The Authority uses separate funds to ensure compliance with fiscal and legal requirements. The Authority's funds are all classified as governmental funds during fiscal year 2021-2022.

Governmental Funds - These funds are used to account for essentially the same services that were previously described as governmental activities above. However, the fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Authority's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Authority's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary schedules in the format of the basic financial statements, showing the activity for each fund.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2022**

Financial Statement Analysis

During fiscal year 2021-2022, operating revenues decreased by \$14.0 million and operating expenditures decreased by \$11.6 million. Federal grant revenue decreased by \$4.7 million, and communication services decreased by \$5.4 million. Capital expenditures of telecommunication equipment decreased by \$3.4 million and consultants' services expenditures decreased by \$3.6 million.

Capital Assets

During fiscal year 2021-2022, the Authority continued building the Land Mobile Radio (LMR) System and purchased equipment that will eventually be used to operate and support the LMR System. As of June 30, 2022, the Authority had capital assets in the form of telecommunication equipment under construction valued at \$167,977,011, telecommunication equipment valued at \$346,954 and office furniture valued at \$5,500.

Debt Administration

The County provided the Authority a cash operating loan for the funding of start-up and operational costs until a long-term funding plan is adopted by the Authority members. This loan bears no interest and has no definite repayment schedule. As of June 30, 2022, the Authority's loan payable balance was \$28,000,000, unchanged from June 30, 2021.

Economic Factors

The following LA-RICS activity is anticipated for fiscal year 2022-2023 as well as all other grants funding:

- **Status of LMR System**

The LMR System contract was executed in August 2013 with Motorola Solutions, Inc. (Motorola) and work began in September 2013. System construction, testing and optimization activities continue and it is anticipated that the LMR System will be completed and tested in 2023. The Authority anticipates that managing cash flow will be critical through this project. While the majority of the project is grant funded, the grantors require that expenditures be paid before they are reimbursed.

LA-RICS requested Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (CalOES) assistance in re-affirming the Los Angeles / Long Beach Urban Area Security (UASI) Approval Authority's (AA) commitment to achieving regional interoperability and ensuring LA-RICS is funded through completion. The AA voted to allocate an additional \$5,000,000 in UASI 22, \$5,000,000 in UASI 23, and \$5,000,000 in UASI 24. In addition, the AA for the State Homeland Security Program (SHSP) voted to allocate \$3,520,000 in SHSP 22, \$1,760,000 in SHSP 23, and \$1,120,000 in SHSP 24.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2022**

During the end of fiscal Year 2021-2022, LA-RICS' Executive Director Edson worked with the County of Los Angeles Legislative Affairs to prepare a budget proposal for the legislatures' consideration, requesting an additional \$18.6 million in state funds to complete the LA-RICS LMR System. During Fiscal Year 2022-2023, LA-RICS received the \$18.6 million from the State of California Budget Act of 2022. Funds will be utilized to pay for certain costs supporting completion of the LMR System.

Contacting the Authority's Financial Management

This financial report is designed to provide our citizens and other interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the County of Los Angeles, Department of Auditor-Controller, 500 West Temple Street, Room 525, Los Angeles, CA 90012.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF NET POSITION
June 30, 2022

| | Governmental Activities |
|---|------------------------------------|
| ASSETS | |
| Current Assets: | |
| Cash and investments (Note 3) | \$ 4,723,783 |
| Interest receivable | 45,826 |
| Accounts receivable (Note 4) | 30,105,806 |
| Prepaid expenses | 141,917 |
| Total Current Assets | 35,017,332 |
| Noncurrent Assets: | |
| Right-to-use leased building, net of accumulated amortization | 567,636 |
| Capital assets, net of accumulated depreciation: | |
| Telecommunication equipment | 346,954 |
| Office furniture and fixtures | 5,500 |
| Construction in progress | 167,977,011 |
| Total Noncurrent Assets | 168,897,101 |
| TOTAL ASSETS | 203,914,433 |
| LIABILITIES | |
| Current Liabilities: | |
| Accounts payable (Note 6) | 4,398,025 |
| Loan payable (Note 7) | 28,000,000 |
| Lease liability - due within one year (Note 9) | 238,407 |
| Total Current Liabilities | 32,636,432 |
| Noncurrent Liability: | |
| Lease liability - due in more than one year (Note 9) | 337,273 |
| TOTAL LIABILITIES | 32,973,705 |
| DEFERRED INFLOW OF RESOURCES | |
| Deferred revenue (Note 8) | 465,017 |
| NET POSITION | |
| Net investment in capital assets | 168,329,465 |
| Unrestricted | 2,146,246 |
| TOTAL NET POSITION | \$ 170,475,711 |

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2022

| <u>Functions/Programs</u> | <u>Expenses</u> | <u>Program Revenues Capital Grants and Contributions</u> | <u>Net (Expense) Revenue and Change in Net Position Governmental Activities</u> |
|--|----------------------|--|---|
| Governmental activities - | | | |
| Interoperable communications and safety programs | \$ 11,286,146 | \$ 36,316,661 | \$ 25,030,515 |
| Total | <u>\$ 11,286,146</u> | <u>\$ 36,316,661</u> | <u>25,030,515</u> |
| General revenues: | | | |
| Investment income | | | 114,025 |
| Loss on sale of telecommunication equipment (Note 5) | | | (1,595,625) |
| Miscellaneous | | | <u>8,573</u> |
| Total general revenues (loss) | | | <u>(1,473,027)</u> |
| Change in net position | | | 23,557,488 |
| Net position, July 1, 2021 | | | <u>146,918,223</u> |
| Net position, June 30, 2022 | | | <u>\$ 170,475,711</u> |

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

BALANCE SHEET
June 30, 2022

ASSETS

| | |
|-------------------------------|-----------------------------|
| Cash and investments (Note 3) | \$ 4,723,783 |
| Interest receivable | 45,826 |
| Accounts receivable (Note 5) | 30,105,806 |
| Prepaid expense | <u>141,917</u> |
| Total Assets | <u><u>\$ 35,017,332</u></u> |

LIABILITIES

| | |
|---------------------------|-------------------|
| Accounts payable (Note 6) | \$ 4,398,025 |
| Loans payable (Note 7) | <u>28,000,000</u> |
| Total Liabilities | <u>32,398,025</u> |

DEFERRED INFLOW OF RESOURCES

| | |
|---------------------------|----------------|
| Deferred revenue (Note 8) | <u>465,017</u> |
|---------------------------|----------------|

FUND BALANCE

| | |
|--------------------|------------------|
| Unassigned | <u>2,154,290</u> |
| Total Fund Balance | <u>2,154,290</u> |

| | |
|--|-----------------------------|
| Total Liabilities, Deferred Inflow of Resources and Fund Balance | <u><u>\$ 35,017,332</u></u> |
|--|-----------------------------|

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE
GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION**

June 30, 2022

| | |
|--|----------------------|
| Fund balance - Governmental Funds (page 10) | \$ 2,154,290 |
| Amounts reported for governmental activities in the statement of net position are different because: | |
| Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet. | 168,329,465 |
| Right-to-use leased building in governmental activities is not current financial resources and therefore not reported in the governmental funds balance sheet. | 567,636 |
| Lease liability is not due and payable in the current period and accordingly not reported as governmental funds liability. | (575,680) |
| Net Position of Governmental Activities (page 9) | <u>\$170,475,711</u> |

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
For the Year Ended June 30, 2022

Revenues

| | |
|------------------------|---------------|
| Federal grants | \$ 35,000,000 |
| Communication services | 1,316,661 |
| Investment income | 114,025 |
| Others | 88,573 |
| Total revenues | 36,519,259 |

Expenditures

Current:

| | |
|--|------------|
| Consultants' services | 6,089,418 |
| County department services | 3,886,669 |
| Utilities | 250,871 |
| Permit and license fees | 167,583 |
| Insurance | 116,259 |
| Security services | 87,033 |
| Rentals | 71,657 |
| Professional fees | 24,075 |
| Travel and transportation | 67 |
| Miscellaneous | 49,436 |
| Capital outlay - telecommunication equipment | 20,953,375 |

Debt service:

| | |
|--------------------|------------|
| Lease principal | 154,138 |
| Lease interest | 8,561 |
| Total expenditures | 31,859,142 |

| | |
|--------------------------------------|--------------|
| Excess of revenues over expenditures | 4,660,117 |
| Fund balance (deficit), July 1, 2021 | (2,505,827) |
| Fund balance, June 30, 2022 | \$ 2,154,290 |

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE
GOVERNMENTAL STATEMENT OF ACTIVITIES**

June 30, 2022

| | | |
|--|-----------|-------------------|
| Net Change in Fund Balance (page 12) | \$ | 4,660,117 |
| Amounts reported for governmental activities in the statement of activities are different because: | | |
| Governmental funds report capital outlay as expenditures. However, in the government-wide statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. Additions to capital assets amounted to \$20,953,375 in the current period. | | 20,953,375 |
| Depreciation expenses on capital assets is reported in the government-wide statement of activities, but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in governmental funds. | | (372,335) |
| Amortization on the right-to-use leased building is reported in the government-wide statement of activities, but does not require the use of current financial resources. Thus, amortization expense is not reported as expenditures in governmental funds. | | (162,182) |
| The loss from the sale of telecommunication equipment is reported in the government-wide statement of activities, but does not require the use of current financial resources. Therefore, this is not reported in the governmental funds statement of revenues and expenditures and changes in fund balance. | | (1,595,625) |
| The proceeds from the sales of telecommunication equipment is recognized as revenue in the governmental funds statement of revenues, expenditures and changes in fund balance, but not in the government-wide statement of activities as this is part of the cost of the disposed capital assets a reduction of assets in the statement of net position. | | (80,000) |
| Payments of lease principal is an expenditure in the governmental funds. For LA-RICS as a whole, principal lease payments reduce liabilities in the government-wide statement of net position and do not result in an expense in the statement of activities and changes in net position. | | 154,138 |
| Change in Net Position of Governmental Activities (page 9) | <u>\$</u> | <u>23,557,488</u> |

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 1 – REPORTING ENTITY

The Authority a separate public entity, was created in May 2009 through a Joint Powers Agreement (JPA) between the County of Los Angeles (County), the City of Los Angeles, and eighty-five (85) other public agencies located in the greater Los Angeles Area. The Authority was created to exercise the powers shared in common by its members to engage in regional and cooperative planning and coordination of the governmental services to establish a wide-area interoperable public safety communications network.

The composition of the JPA has changed since inception. During fiscal year 2021-2022, the Authority was governed by a ten (10) member Board of Directors (Board) which served without compensation. The 10 Board members consisted of the following:

1. County of Los Angeles, Chief Executive Officer
2. County of Los Angeles, Fire Chief
3. County of Los Angeles, Sheriff
4. County of Los Angeles, Department of Health Services Director
5. Los Angeles Area Fire Chief Association
6. Los Angeles County Police Chiefs Association
7. California Contract Cities Association
8. City of Inglewood (At Large)
9. City of Covina, Police Chief (At Large)
10. City of Signal Hill (At Large)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basic Financial Statements

In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, the basic financial statements consist of the following:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the basic financial statements.

Government-wide Financial Statements

The statement of net position and statement of activities display the financial activities of the Authority. These statements present the governmental activities of the Authority.

The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with a program and, therefore, are clearly identifiable to a particular program. Program revenues include capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide Financial Statements (Continued)

Net position is classified into the following three components: 1) net investment in capital assets; 2) restricted; and 3) unrestricted. At June 30, 2022, the net investment in capital assets balance was \$168,329,465, and the unrestricted net position was \$2,146,246. There was no restricted net position balance at June 30, 2022.

Fund Financial Statements

The accounts of the Authority are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Government resources are allocated to and for individual funds based on the purpose for which they are spent and means by which spending activities are controlled.

The Authority's General Fund is available for any authorized purpose and is used to account for and report all financial resources not accounted for and reported in another fund. Funding comes primarily from federal grants through the Department of Homeland Security.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

The General Fund is accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Capital Assets

Capital assets, consisting primarily of telecommunication equipment, are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost when purchased or constructed. Costs include labor, materials, interest during construction, retirement plan contribution and other fringe benefits. Donated assets are reported at acquisition value rather than estimated fair market value at the date of donation.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets other than land are depreciated using the straight-line method over the estimated useful lives of the assets.

Lease

The Authority is a lessee of a noncancellable lease of building office space. The Authority recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. The Authority recognizes lease liabilities for leases with an initial value of \$5,000 or more.

At the commencement of a lease, the Authority initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain indirect costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgments related to leases include how the Authority determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Authority uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Authority generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and the purchase option price that the Authority is reasonably certain to exercise. The Authority monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Right-to-use leased building and lease liability are reported separately on the Statement of Net Position.

Fund Balances

In the fund financial statements, the governmental funds report the classification of fund balance in accordance with GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions.” The reported fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned based on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and long-term notes receivable.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balances (Continued)

Restricted Fund Balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted only by changing the condition of the constraint.

Committed Fund Balance – amounts that can only be used for the specific purposes determined by a formal action of the Authority’s highest level of decision-making authority, the Authority’s Board. Commitments may be changed or lifted only by the Authority taking the same formal action that imposed the constraint originally. The underlying action that imposed the limitation needs to occur no later than the close of the fiscal year.

Assigned Fund Balance – amounts intended to be used by the Authority for specific purposes that are neither restricted nor committed. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.

Unassigned Fund Balance – the residual classification for the Authority’s General Fund that includes amounts not contained in other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Authority’s Board establishes, modifies, or rescinds fund balance commitments and assignments through the adoption of the budget and subsequent amendments that occur throughout the fiscal year.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

Revenue

Recognition of revenues arising from non-exchange transactions, which include revenues from grants and contributions, is based on the primary characteristic from which the revenues are received by the Authority. Grant funds are considered earned to the extent of expenditures made under the provisions of the grants.

Deferred inflow of resources arises when potential revenues do not meet both the measurable and availability criteria for recognition in the current period. Deferred inflow of resources also arises when the Authority receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualified expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Authority has a legal claim to the resources, the liability for deferred inflow of resources is removed from the balance sheet and revenue is recognized.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

New Pronouncements Issued and Implemented

The following GASB Statements have been implemented in the current basic financial statements.

GASB Statement No. 87 - Statement No. 87, Leases, establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. This statement is effective for reporting periods beginning after June 15, 2021. The Authority implemented the Statement in fiscal year 2021-2022.

GASB Statement No. 92 - Statement No. 92, Omnibus 2020, enhances comparability in the application of accounting and financial reporting requirements and improves the consistency of authoritative literature. More comparable reporting will improve the usefulness of information for users of state and local government financial statements. The statement is effective for reporting periods beginning after June 15, 2021. This statement did not have an impact on the Authority's financial statements.

GASB Statement No. 93 - Statement No. 93, Replacement of Interbank Offered Rates, addresses the accounting and financial reporting implications that result from the replacement of an Interbank Offered Rate. GASB Statement No. 93, except for paragraphs 11b, 13 and 14 is effective for reporting periods beginning after June 15, 2020 and was implemented in the prior year. Paragraph 11b is effective for reporting periods ending after December 31, 2021 and the requirements in paragraphs 13 and 14 are effective for fiscal years beginning after June 15, 2021. This statement did not have an impact on the Authority's financial statements.

GASB Statement No. 99 - Statement No. 99, "Omnibus", enhances comparability in accounting and financial reporting and improves the consistency of authoritative literature by addressing (1) practice issues that have been identified during implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. GASB Statement No. 99, paragraphs 26-32 were effective upon issuance. This statement did not have an impact on the Authority's financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 3 - CASH AND INVESTMENTS

The Authority's cash and investments are pooled and invested by the County Treasurer and Tax Collector (Treasurer) and are subject to withdrawal from the pool upon demand. The Authority's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on the fund's average cash and investment balance, as provided by the California Government Code Section 53647. The Authority's cash and investment balance as of June 30, 2022 is \$4,723,783.

California Government Code Sections 53601 and 53635 authorize the Treasurer to invest the External investment Pool (Pool) and Specific Purpose Investment funds in obligations of the United States Treasury, federal agencies, municipalities, asset-backed securities, bankers' acceptances, commercial paper, negotiable certificates of deposit, medium-term notes, corporate notes, repurchase agreements, reverse repurchase agreements, forwards, futures, options, shares of beneficial interest of a JPA that invests in authorized securities, shares of beneficial interest issued by diversified management companies known as money market mutual funds registered with the Securities and Exchange Commission, securities lending agreements, the State of California's Local Agency Investment Fund, and supranational institutions. California Government Code Section 53534 authorizes the Treasurer to enter into interest rate swap agreements. However, these agreements should only be used in conjunction with the sale of the bonds approved by the Board of Supervisors. As permitted by the California Government Code, the Treasurer developed, and the Board adopted, an investment Policy that further defines and restricts the limits within which the Treasurer may invest. The investments are managed by the Treasurer, which reports investment activity to the Board of Supervisors on a monthly basis. In addition, the Treasurer's investment activity is subject to an annual investment policy review, compliance oversight, quarterly financial review, and annual financial reporting. The Treasurer also maintains Other Specific Investments, which are invested pursuant to Section 1300.76.1, Title 28, California Code of Regulations. The County has not provided nor obtained any legally binding guarantees during the year ended June 30, 2022, to support the value of shares in the Pool.

Investments are stated at fair value and are valued on a monthly basis. The Treasurer categorizes its fair value measurements within the fair value hierarchy established by GAAP. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Level 3 inputs are significant unobservable inputs. Securities classified in Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government investment pool is not subject to reporting within the level hierarchy.

Investment policies and associated risk factors applicable to the Authority are included in the County's Annual Comprehensive Financial Report for the year ended June 30, 2022. Detailed deposit and investment risk disclosures are included in Note 4 of the County's Annual Comprehensive Financial Report.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2022 in the amount of \$30,105,806, represents \$29,995,396 receivable from the Department of Homeland Security for allowable Urban Areas Security Initiative (UASI), \$86,427 receivables for public safety broadband network with AT&T, and \$23,983 for Business Agreement services with AT&T.

NOTE 5 – CAPITAL ASSETS

Capital assets as of June 30, 2022 consist of the following:

| Governmental activities: | Balance at June 30, 2021 | Increases | Decreases | Balance at June 30, 2022 |
|--|-----------------------------|----------------------|-----------------------|-----------------------------|
| Capital assets, being depreciated: | | | | |
| Telecommunication equipment | \$ 2,081,707 | \$ - | \$ - | \$ 2,081,707 |
| Office furniture and fixtures | 193,683 | - | - | 193,683 |
| Total | <u>2,275,390</u> | <u>-</u> | <u>-</u> | <u>2,275,390</u> |
| Less, accumulated depreciation for: | | | | |
| Telecommunication equipment | (1,387,802) | (346,951) | - | (1,734,753) |
| Office furniture and fixture | (162,799) | (25,384) | - | (188,183) |
| | <u>(1,550,601)</u> | <u>(372,335)</u> | | <u>(1,922,936)</u> |
| Total capital assets, being depreciated | <u>724,789</u> | <u>(372,335)</u> | <u>-</u> | <u>352,454</u> |
| Capital assets, not being depreciated: | | | | |
| Construction in progress-telecommunication equipment | 148,699,261 | 20,953,375 | (1,675,625) | 167,977,011 |
| Total capital assets, not being depreciated | <u>148,699,261</u> | <u>20,953,375</u> | <u>(1,675,625)</u> | <u>167,977,011</u> |
| Governmental activities capital assets, net | <u>\$ 149,424,050</u> | <u>\$ 20,581,040</u> | <u>\$ (1,675,625)</u> | <u>\$ 168,329,465</u> |

Depreciation expense for the government activities during fiscal year 2021-2022 was \$372,335. Also, telecommunication equipment under construction in progress with a cost of \$1,675,625 was disposed during the fiscal year ended June 30, 2022, resulting in a loss of \$1,595,625.

NOTE 6 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2022 in the amount of \$4,398,025, represents accruals of vendors' invoices not yet paid as of that date.

NOTE 7 – LOANS PAYABLE

The initial funding of the Authority's start-up and operational costs was provided through a cash operating loan from the County. This loan bears no interest and has no definite repayment schedule. The balance of this loan as of June 30, 2022 was \$28,000,000.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 8 – DEFERRED INFLOW OF RESOURCES

Deferred inflow of resources consists of deferred revenue as of June 30, 2022 in the amount of \$465,017, which represents UASI program expenditures. These program expenditures have not yet been submitted for reimbursement with the funding agency.

NOTE 9 – LEASE LIABILITY

The Authority leases 8,335 square feet of office space in a building located in Monterey Park, California. The non-cancellable lease agreement was for seven (7) years commencing on October 15, 2014. This lease agreement expired on October 31, 2021 and a rental expense of \$71,657 pertaining to this lease agreement was recognized during the fiscal year 2021-2022.

On October 12, 2021, the Authority renewed the term of the lease for a period of thirty-six (36) months, beginning November 2, 2021, and ending October 31, 2024. An initial lease liability was recorded in the amount of \$729,818 for this lease. As of June 30, 2022, the total value of the lease liability was \$575,680 and the total value of the right-to-use leased building was \$567,636, net of accumulated amortization of \$162,182.

As of June 30, 2022, future minimum payments of the lease are as follows:

| Year Ending June 30, | Principal | Interest | Total |
|---------------------------------|-------------------|------------------|-------------------|
| 2023 | \$ 238,407 | \$ 10,523 | \$ 248,930 |
| 2024 | 251,372 | 5,026 | 256,398 |
| 2025 | 85,901 | 402 | 86,303 |
| | <u>\$ 575,680</u> | <u>\$ 15,950</u> | <u>\$ 591,630</u> |

NOTE 10 – CONTINGENT LIABILITIES

The Authority is aware of potential claims that may be filed against them. The outcome of these matters is not presently determinable, but the resolution of these matters is not expected to have a significant impact on the financial condition of the Authority.

NOTE 11 – COVID-19 IMPACT AND CONSIDERATIONS

The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses. While the disruption is currently expected to be temporary, there is considerable uncertainty around its duration. LA-RICS expects this matter to negatively impact its operating environment; however, the related financial impact and duration cannot be reasonably estimated at this time.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2022

NOTE 12 – SUBSEQUENT EVENTS

In preparing these financial statements, the Authority has evaluated events subsequent to June 30, 2022 to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through March 7, 2023 the date the financial statements were available to be issued. It was determined that no subsequent events occurred that require recognition or additional disclosure in the financial statements.

During fiscal Year 2021-2022, LA-RICS requested FEMA and CalOES assistance in re-affirming the Los Angeles / Long Beach UASI AA's commitment to achieving regional interoperability and ensuring LA-RICS is funded through completion. The AA voted to allocate an additional \$5,000,000 in UASI 22, \$5,000,000 in UASI 23, and \$5,000,000 in UASI 24. In addition, the AA SHSP voted to allocate \$3,520,000 in SHSP 22, \$1,760,000 in SHSP 23, and \$1,120,000 in SHSP 24

The State of California approved the appropriation of \$18.6 million in the State of California Budget Act of 2022 for LA-RICS to complete the LMR System. On December 13, 2022, LA-RICS received the check in the amount of \$18.6 million from the State of California.

REQUIRED SUPPLEMENTARY INFORMATION

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL (UNAUDITED)
FOR THE YEAR ENDED JUNE 30, 2022

| | Budget Amounts | | Actual | Variance with Final Budget |
|---|----------------------|----------------------|---------------------|-------------------------------|
| | Original | Final | | |
| Revenues: | | | | |
| Federal grants | \$ 40,043,000 | \$ 40,043,000 | \$ 35,000,000 | \$ (5,043,000) |
| Communication services | 5,007,000 | 5,007,000 | 1,316,661 | (3,690,339) |
| Interest income | - | - | 114,025 | 114,025 |
| Others | - | - | 88,573 | 88,573 |
| Total revenue | <u>45,050,000</u> | <u>45,050,000</u> | <u>36,519,259</u> | <u>(8,530,741)</u> |
| Expenditures: | | | | |
| Consultant's services and telecommunication equipment: | | | | |
| Consultant's services | 38,902 | 38,902 | 6,089,418 | (6,050,516) |
| Capital expenditures - telecommunication equipment | - | - | 20,953,375 | (20,953,375) |
| Total consultant's services and telecommunication equipment | <u>38,902</u> | <u>38,902</u> | <u>27,042,793</u> | <u>(27,003,891)</u> |
| County department services | 4,332,000 | 4,332,000 | 3,886,669 | 445,331 |
| Building rentals | 255,000 | 255,000 | 71,657 | 183,343 |
| Insurance premiums | 521,000 | 521,000 | 116,259 | 404,741 |
| Professional fees | 25,000 | 25,000 | 24,075 | 925 |
| Travel and training | 78,000 | 78,000 | 67 | 77,933 |
| Lease principal | - | - | 154,138 | (154,138) |
| Interest expense | - | - | 8,561 | (8,561) |
| Miscellaneous | 897,000 | 897,000 | 554,923 | 342,077 |
| Total expenditures | <u>6,146,902</u> | <u>6,146,902</u> | <u>31,859,142</u> | <u>(25,712,240)</u> |
| Excess of revenues over expenditures | 38,903,098 | 38,903,098 | 4,660,117 | (34,242,981) |
| Fund balance (deficit), July 1, 2021 | - | - | (2,505,827) | (2,505,827) |
| Fund balance, June 30, 2022 | <u>\$ 38,903,098</u> | <u>\$ 38,903,098</u> | <u>\$ 2,154,290</u> | <u>\$ (36,748,808)</u> |

See accompanying notes to the required supplementary information.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2022

BUDGETARY DATA

The Authority adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

AUDIT OF FEDERAL AWARDS PROGRAMS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2022 and the related notes to the financial statements and have issued our report thereon dated March 7, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance.

BCA Watson Rice, LLP

Torrance, California

March 7, 2023

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Los Angeles Regional Interoperable Communication System Authority's (Authority) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority major federal program for the year ended June 30, 2022. The Authority major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control*

over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BCA Watson Rice, LLP

Torrance, CA
March 7, 2023

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2022**

| <u>Federal Grantor/ Pass-through Entity/Program Title</u> | <u>Assistance Listing Number</u> | <u>Award/Pass- through Identification Number</u> | <u>Total Expenditures</u> |
|---|--------------------------------------|--|-------------------------------|
| FEDERAL | | | |
| <u>U.S. Department of Homeland Security</u> | | | |
| <i>Passed through the City of Los Angeles</i> | | | |
| Homeland Security Grant Program - 2019 | 97.067 | C-136500 | \$ 35,000,000 |
| Total Federal Expenditures | | | <u>\$ 35,000,000</u> |

See accompanying notes to the schedule of expenditures of federal awards.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2022

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Los Angeles Regional Interoperable Communications System Authority and is presented using the modified accrual basis of accounting. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Authority has elected not to use the 10% de minimis indirect cost rate as covered in §200.414 Indirect (F&A) costs. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2 – SUBRECIPIENTS

The Authority has no sub-recipients for the year ended June 30, 2022.

NOTE 3 – RELATIONSHIP TO THE BASIC FINANCIAL STATEMENTS

Amounts reported in the accompanying Schedule agree to amounts reported within the Authority's basic financial statements.

NOTE 4 – CONTINGENCIES

Under the terms of federal grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2022

SECTION I – SUMMARY OF AUDITOR’S RESULTS

A - Financial Statements

- | | |
|--|---------------|
| 1) Type of auditor’s report issued: | Unmodified |
| 2) Internal control over financial reporting: | |
| a) Material weakness (es) identified? | No |
| b) Significant deficiency (ies) identified not considered to be material weaknesses? | None reported |
| 3) Noncompliance material to financial statements noted? | No |

B - Federal Awards

- | | |
|---|---------------|
| 1) Type of auditor’s report issued on compliance for major programs: | Unmodified |
| 2) Internal control over major programs: | |
| a) Material weakness(es) identified? | No |
| b) Significant deficiency(ies) identified not considered material weakness(es)? | None reported |
| 3) Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | No |

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2022

SECTION I – SUMMARY OF AUDITOR’S RESULTS (Continued)

B - Federal Awards (Continued)

4) Identification of major program:

| Assistance Listing Number | Name of Federal Program |
|------------------------------|--|
| 97.067 | Homeland Security Grant Program - 2019 |

5) Dollar threshold used to distinguish between
Type A and Type B programs: \$750,000

6) Auditee qualified as low-risk auditee? Yes

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS

None reported.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

March 7, 2023

BCA Watson Rice LLP
2355 Crenshaw Blvd., Suite 150
Torrance, CA 90501

This representation letter is provided in connection with your audit of the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority), which comprise the respective financial position of the governmental activities and each major fund as of June 30, 2022, the respective changes in financial position for the period then ended, and the disclosures, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of March 7, 2023, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the Work Order No. 9-11C dated September 15, 2022, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for the preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government required by U.S. GAAP to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.

AGENDA ITEM H - ENCLOSURE

- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 9) Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 10) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the Authority from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the Authority or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 11) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards (SEFA).
- 12) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects the Authority and involves
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting the Authority's financial statements communicated by employees, former employees, regulators, or others.
- 15) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, grant agreements, waste or abuse, whose effects should be considered when preparing financial statements.
- 16) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 17) We have disclosed to you the names of the Authority's related parties and all the related party relationships and transactions.

Government-specific

- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 19) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 20) The Authority has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance or net position.
- 21) We are responsible for compliance with the laws, regulations, provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

- 22) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 23) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, for recording a loss contingency, or for reporting on noncompliance.
- 24) As part of your audit, you assisted with preparation of the financial statements and disclosures and the SEFA. We acknowledge our responsibility as it relates to those non-audit services. We assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures and the SEFA.
- 25) The Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as a collateral.
- 26) The Authority has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 27) The financial statements properly classify all funds and activities in accordance with GASB No. 34, as amended.
- 28) All funds that meet the quantitative criteria in GASBs Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 29) Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (non-spendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 30) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 31) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 32) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 33) Deposits, investment securities, and derivative instruments are properly classified as to risk and are properly disclosed.
- 34) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 35) We have appropriately disclosed the Authority's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for which both restricted and unrestricted net position is available, and we have determined that net position is properly recognized under the policy.
- 36) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

- 37) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 38) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to the preparation of the SEFA.
 - b) We acknowledge our responsibility for preparing and presenting the SEFA and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
 - c) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), and other direct assistance.
 - d) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs. We have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
 - e) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
 - f) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
 - g) We have received no requests from a federal agency to audit one or more specific programs as a major program.
 - h) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement* (including its Addendum), relating to federal awards, and we confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
 - i) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
 - j) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E) [and OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, if applicable].

- k) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- l) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- m) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- n) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- o) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- p) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- q) The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- r) We have charged costs to federal awards in accordance with applicable cost principles.
- s) We are responsible for and have ensured that the reporting package does not contain protected personally identifiable information.
- t) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

Signature:  _____

Scott Edson/Executive Director, LA-RICS

Signature: Rachelle Anema Digitally signed by Rachelle Anema
Date: 2023.03.28 14:00:17 -07'00'

Rachelle Anema/ Division Chief, Accounting
Division, Auditor-Controller, County of Los
Angeles



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

ACCEPT 2022 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2022 State Homeland Security Grant Program (SHSGP) funds.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Accept \$3,520,000 in grant funds from the Fiscal Year 2022 SHSGP as distributed through the California Office of Emergency Services (Cal OES); and,
2. Authorize the Executive Director to execute the 2022 SHSGP Sub-recipient Agreement between the County of Los Angeles and the Authority substantially similar in form to Enclosure.
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures. Project expenditures for the SHSGP 2022 grant include the Land Mobile Radio certain Phase 4 sub-system completion acceptance work.

AGENDA ITEM I

FISCAL IMPACT/FINANCING

This grant is fully funded by the Department of Homeland Security through Cal OES.

There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

AGREEMENTS/CONTRACTING PROCESS

The recommended actions will authorize the Executive Director to execute the Sub-recipient Agreement with the County of Los Angeles as well as any amendments such as extension in the performance period that do not result in a fiscal impact.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2022***

Between the

County of Los Angeles

and the

***Los Angeles Regional Interoperable
Communications System (LA-RICS)***

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the Los Angeles Regional Interoperable Communications System, a public agency (the "Subrecipient").

W I T N E S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor’s Office of Emergency Services (Cal OES) for the 2022 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 24, 2022 with a performance period of September 1, 2022 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) # MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2022 SHSP grant from Cal OES in the total amount of \$9,481,458.00; and

WHEREAS, the CEO now wishes to distribute 2022 SHSP grant funds to the Subrecipient in the amount of \$3,520,000.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 6, 2022 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Los Angeles Regional Interoperable Communications System, a public agency, having its principal office at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

- 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
CHirakawa@ceo.lacounty.gov

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

| | |
|----------------------------|-----------------------------------|
| Name and Title: | Scott Edson Executive Director |
| Organizational UEI Number: | K2MKK44NT2Q8 |
| Address: | 2525 Corporate Place |
| City/State/Zip: | Monterey Park, CA 91754 |
| Phone: | (323) 881-8281 |
| FAX: | (323) 264-0718 |
| Email: | Scott.Edson@la-rics.org |

With a copy to:

| | |
|-----------------|--|
| Name and Title: | Susy Orellana-Curtiss Administrative Deputy |
| Address: | 2525 Corporate Place |
| City/State/Zip: | Monterey Park, CA 91754 |
| Phone: | (323) 881-8292 |
| FAX: | (323) 264-0718 |
| Email: | Susy.Orellana-Curtiss@la-rics.org |

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2022 to February 29, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2022 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2022 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2022 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$3,520,000.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2022 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- 1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

- 2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2022 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

BY _____
Deputy County Counsel

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

BY _____ Scott Edson _____
Los Angeles Regional Interoperable (Print Name) Date
Communications System
Executive Director (Signature)

APPROVED AS TO FORM FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY:

DAWYN R. HARRISON
County Counsel

BY _____ Truc L. Moore _____
Principal Deputy County Counsel (Print Name) Date
(Signature)

ATTEST

BY _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

- Exhibit A..... Certification Regarding Lobbying
 - A.1..... Disclosure of Lobbying Activities
- Exhibit B..... Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C..... Certification Regarding Drug-Free Workplace
- Exhibit D..... Certification of Grant Assurances
- Exhibit E..... Final Grant Award Letter and Project Worksheet
- Exhibit F..... FY 2022 Federal Notice of Funding Opportunity
 - F.1..... FY 2022 Cal OES Supplement to Federal Notice of Funding Opportunity
- Exhibit G..... Reimbursement Form and Instructions
- Exhibit H..... Monitoring Instrument



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: Los Angeles Regional Interoperable Communications System (LA-RICS)

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Scott Edson

Title: Executive Director Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|---|--|---|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity: Los Angeles Regional Interoperable Communications System 2525 Corporate Place, Suite 100, Monterey Park, CA 91754</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier, If known: _____</p> <p>Congressional District, if known: _____</p> | | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>County of Los Angeles Chief Executive Office - HSGA 500 West Temple Street, Room B-79-2 Los Angeles, CA 90012</p> <p>Congressional District, if known: _____</p> |
| <p>6. Federal Department/Agency: Department of Homeland Security</p> | <p>7. Federal Program Name/Description: Homeland Security Grant Program</p> <p>CFDA Number, if applicable: <u>97.067</u></p> | |
| <p>8. Federal Action Number, if known: _____</p> | <p>9. Award Amount, if known: <u>\$3,520,000</u></p> | |
| <p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> <p>N/A</p> | <p>b. Individuals Performing Services (last name, first name, MI - include address if different from 10a)</p> | |
| <p>11. Amount of Payment (check all that apply) : _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p> | <p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p> | |
| <p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: _____</p> <p style="text-align: center;">nature _____ value _____</p> | | |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> | | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="radio"/> Yes <input checked="" type="radio"/> No</p> | | |
| <p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | | <p>Signature: _____ Name: <u>Scott Edson</u> Title: <u>Executive Director</u> Telephone: <u>(323) 881-8281</u> <small>(area code)</small> Date: _____</p> |
| <p>Federal Use Only:</p> | | <p>Authorized for Local Reproduction Standard Form – LLL</p> |

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

| | | |
|-----------|------------|-------|
| _____ | _____ | _____ |
| Last Name | First Name | MI |
| _____ | _____ | _____ |
| Address | City | Zip |
| _____ | _____ | _____ |
| Last Name | First Name | MI |
| _____ | _____ | _____ |
| Address | City | Zip |
| _____ | _____ | _____ |
| Last Name | First Name | MI |
| _____ | _____ | _____ |
| Address | City | Zip |
| _____ | _____ | _____ |
| Last Name | First Name | MI |
| _____ | _____ | _____ |
| Address | City | Zip |

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

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Standard Form – LLL-A

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the _____
(your agency) accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [*Section 8355(a) of the Government Code*]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The _____ (*your agency*), an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [*Section 8355(b)(1)*]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [*Section 8355(a)*]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [*Section 8356(a)(1)(2)*]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [*Section 8355(b)(4)*]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the _____ (*your agency*) to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [*Section 8355(c)*]



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: Los Angeles Regional Interoperable Communications Systems (LA-RICS)

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Scott Edson

Title: Executive Director Date: _____



October 24, 2022

Fesia A. Davenport
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)
Subaward #2022-0043, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2022-05/31/2024

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2022 HSGP subaward in the amount of \$9,481,458.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

AGENDA ITEM I - ENCLOSURE

Fesia A. Davenport
October 24, 2022
Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Due to Los Angeles County's failure to comply with the quarterly drawdown Special Condition for the FY19 HSGP award, the period of performance for Los Angeles County's FY22 award has been shortened to May 31, 2024. The county will be given the opportunity to restore the period of performance to an end date of May 31, 2025, provided that the semi-annual drawdown requirement is met for all three periods within the first eighteen months of the FY22 grant award. A copy of the Special Condition letter for FY 19 has been included for reference.

A Conditional Hold has been placed on your award for the following investments which fall under the National Priority Areas:

IJ# 3 Cybersecurity - \$106,000 Project# 25 Chainalysis.

To release this hold, additional information is required for the investments identified which must be submitted in the December 2022 Biannual Strategy Implementation Report in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director

Fesia Davenport
Fesia Davenport (Nov 14, 2022 11:23 PST)

Fesia A. Davenport
Los Angeles County

Date

AGENDA ITEM I - ENCLOSURE

Project Ledger

Los Angeles Regional Interoperable Communications System (LA-RICS)
FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

| | |
|--------------------|----------------------------|
| Ledger Type | Initial Application |
| Date | 10/25/2022 |

| | |
|-----------------------|-----------|
| POP Start Date | 9/1/2022 |
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Project Title | Funding Source | Discipline | Solution Area | Total Budgeted |
|-------------------------------|-------------|----------------------------------|----------------|------------|---------------|---------------------|
| IJ.06 | 030 | LA-RICS Emergency Communications | HSGP-SHSP | LE | Planning | \$ 3,520,000 |
| Total | | | | | | \$ 3,520,000 |

Planning

Los Angeles Regional Interoperable Communications System (LA-RICS)
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

| | |
|-------------|---------------------|
| Ledger Type | Initial Application |
| Date | 10/25/2022 |

| | |
|----------------|-----------|
| POP Start Date | 9/1/2022 |
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Planning Activity | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Final Product | Noncompetitive Procurement over \$250K | Budgeted Cost |
|-------------------------------|-------------|--------------------------------------|----------------|------------|--|----------------------|--|--|---------------|
| | | | | | | | | | \$ 3,520,000 |
| IJ.06 | 30.00 | The LA-RICS Land Mobile Radio System | HSGP-SHSP | LE | Develop and Enhance Plans, Protocols and Systems | Materials / Supplies | The LA-RICS Land Mobile Radio System will provide day-to-day radio communications service for individual public safety agencies while enabling interoperability among its subscribers and surrounding first responder agencies, such as City of Los Angeles, Long Beach, Pasadena, and Glendale, as well as support communications with regional, state and federal agencies in the event of a mass event, natural or man-made disaster. The LA-RICS Land Mobile Radio System is made up of 57 telecommunications sites located throughout Los Angeles County including sites in the US Forest, the Santa Monica Mountains, Universal Studios, and Santa Catalina Island. The System is comprised of several subsystems designed to operate seamlessly with one another throughout Los Angeles County. The system deployment is made up of four phases: design, construction, equipment deployment and testing and optimization. The LA-RICS LMR system is scheduled for Final System Acceptance in October of 2023. There is no sunset for System performance or decommissioning. It is necessary as public safety agencies in the region operate on a patchwork of aging radio networks that DO NOT allow for seamless communication / multi-jurisdictional responses, which has been identified as a major operational gap for public safety. | No | \$ 3,520,000 |

Organization

Los Angeles Regional Interoperable Communications System (LA-RICS)
FY 2022 State Home Security Program (SHSP) Projects

Grant Subaward: 2022-0043

Cal OES ID: 037-00000

| | |
|--------------------|----------------------------|
| Ledger Type | Initial Application |
| Date | 10/25/2022 |

| | |
|-----------------------|------------------|
| POP Start Date | 9/1/2022 |
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Organization | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Detail | Certification on File | Budgeted Cost |
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Equipment

Los Angeles Regional Interoperable Communications System (LA-RICS)
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

| | |
|----------------|---------------------|
| Ledger Type | Initial Application |
| Date | 10/25/2022 |
| POP Start Date | 9/1/2022 |
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Equipment Description (Include Quantity) | AEL # | AEL Title | Funding Source | Discipline | Solution Area Sub-Category | Deployable / Shareable | Noncompetitive Procurement over \$250K | Hold Trigger | Budgeted Cost |
|-------------------------------|-------------|--|-------|-----------|----------------|------------|----------------------------|------------------------|--|--------------|---------------|
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Training

Los Angeles Regional Interoperable Communications System (LA-RICS)
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

| | |
|-------------|---------------------|
| Ledger Type | Initial Application |
| Date | 10/25/2022 |

| | |
|----------------|-----------|
| POP Start Date | 9/1/2022 |
| POP End Date | 5/31/2024 |

| Investment Justification (I) | Project No. | Course Name | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Feedback Number | Training Activity | Total # Trainee(s) | Identified Host | Noncompetitive Procurement | EHP Hold | EHP Approval Date | Budgeted Cost |
|------------------------------|-------------|-------------|----------------|------------|----------------------------|----------------------|-----------------|-------------------|--------------------|-----------------|----------------------------|----------|-------------------|---------------|
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Exercise

Los Angeles Regional Interoperable Communications System (LA-RICS)
 FY 2022 State Home Security Program (SHSP) Projects
 Grant Subaward: 2022-0043
 Cal OES ID: 037-00000

| | |
|----------------|---------------------|
| Ledger Type | Initial Application |
| Date | 10/25/2022 |
| POP Start Date | 9/1/2022 |
| POP End Date | 5/31/2024 |

| Investment Justification (IJ) | Project No. | Exercise Title | Funding Source | Discipline | Solution Area Sub-Category | Expenditure Category | Date of Exercise | Exercise Type | Identified Host | Date of AAR entered into HSEEP | Noncompetitive Procurement over \$250K | EHP Hold | Budgeted Cost |
|-------------------------------|-------------|----------------|----------------|------------|----------------------------|----------------------|------------------|---------------|-----------------|--------------------------------|--|----------|---------------|
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The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program

Release Date: May 13, 2022

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at [Unique Entity Identifier Update | GSA](#).

Visit [Grants.gov](#) for registration information. Detailed information regarding UEI and SAM is also provided in Section D of this funding notice.

Additional Information can be found on [Grants.gov](#).

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2. Projected Number of Awards: 56
3. Period of Performance: 36 months
4. Projected Period of Performance Start Date(s): September 1, 2022
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6. Funding Instrument Type: Grant

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.067



3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2022 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number

DHS-22-GPD-067-000-02

6. Authorizing Authority for Program

Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives and Priorities**a. Overview**

The Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent,



protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2022, there are three components of the HSGP:

1. State Homeland Security Program (SHSP): SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
2. Urban Area Security Initiative (UASI): UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
3. Operation Stonegarden (OPSG): OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.



Finally, for FY 2022, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation¹. Therefore, for FY 2022, DHS has identified six priority areas related to the most serious threats to the nation. Recipients are expected to address those priority areas with their HSGP funds.

b. Objective

The objective of the FY 2022 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. Priorities

SHSP and UASI Funding Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2022, six priority areas attract the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that recipients should allocate a total of 30 percent of their SHSP and UASI award funds across these six priority areas. As indicated below, four of the priorities have minimum spend requirements totaling 12 percent of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 18 percent across the priorities. The following are the six priority areas for FY 2022, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

1. Enhancing the protection of soft targets/crowded places – 3 percent
2. Enhancing information and intelligence sharing and analysis – 3 percent
3. Combating domestic violent extremism – 3 percent
4. Enhancing cybersecurity – no minimum percent
5. Enhancing community preparedness and resilience – 3 percent



6. Enhancing election security – no minimum percent

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.10.b.II of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area priority area (as applicable) and overall 30 percent of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1. Effective planning²
2. Training and awareness campaigns
3. Equipment and capital projects
4. Exercises

The table below provides a breakdown of the FY 2022 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the [Preparedness Grants Manual](#). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.



National Priorities

| Priorities | Core Capabilities | Lifelines | Example Project Types |
|------------|-------------------|-----------|-----------------------|
|------------|-------------------|-----------|-----------------------|



| | | | |
|--------------------------------|--|----------------------------|--|
| <p>Enhancing Cybersecurity</p> | <p>Cybersecurity</p> <p>Intelligence and information sharing</p> <p>Planning</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Screening, search, and detection</p> <p>Access control and identity verification</p> <p>Supply chain integrity and security</p> <p>Risk management for protection programs and activities</p> <p>Long-term vulnerability reduction</p> <p>Situational assessment</p> <p>Infrastructure systems</p> <p>Operational communications</p> | <p>Safety and Security</p> | <p>Cybersecurity risk assessments</p> <p>Migrating online services to the “.gov” internet domain</p> <p>Projects that address vulnerabilities identified in cybersecurity risk assessments</p> <p>Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the National Institute of Standards and Technology Cybersecurity Framework</p> <p>Cybersecurity training and planning</p> |
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| <p>Enhancing the Protection of Soft Targets/ Crowded Places</p> | <p>Operational coordination</p> <p>Public information and warning</p> <p>Intelligence and information sharing</p> <p>Interdiction and disruption</p> <p>Screening, search, and detection</p> <p>Access control and identity verification</p> <p>Physical protective measures</p> <p>Risk management for protection programs and activities</p> | <p>Safety and Security</p> | <p>Operational overtime</p> <p>Physical security enhancements</p> <p>Closed-circuit television (CCTV) security cameras Security screening equipment for people and baggage Lighting Access controls Fencing, gates, barriers, etc.</p> <p>Unmanned aircraft system detection technologies</p> |
|---|--|----------------------------|---|

| | | | |
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| <p>Enhancing information and intelligence sharing and analysis</p> | <p>Intelligence and information sharing</p> <p>Interdiction and disruption</p> <p>Planning</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Risk management for protection programs and activities</p> | <p>Safety and Security</p> | <p>Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment)</p> <p>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</p> <p>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</p> <p>Identification, assessment, and reporting of threats of violence</p> <p>Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</p> |
|--|--|----------------------------|--|

| | | | |
|---|--|----------------------------|--|
| <p>Combating Domestic Violent Extremism</p> | <p>Interdiction and disruption</p> <p>Intelligence and information sharing</p> <p>Planning</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Risk management for protection programs and activities</p> | <p>Safety and Security</p> | <p>Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats</p> <p>Sharing and leveraging intelligence and information, including open-source analysis</p> <p>Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists</p> <p>Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization</p> <p>Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism</p> |
|---|--|----------------------------|--|

| | | | |
|--|--|----------------------------|---|
| <p>Enhancing Community Preparedness and Resilience</p> | <p>Planning</p> <p>Public Information and Warning</p> <p>Community Resilience</p> <p>Risk Management for Protection</p> <p>Programs and Activities</p> <p>Mass Care Services</p> <p>Intelligence and Information Sharing</p> <p>Risk and Disaster Resilience Assessment</p> <p>Long Term Vulnerability Reduction</p> | <p>Safety and Security</p> | <p>Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment and training aides</p> <p>Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity</p> <p>Provide continuity training, such as FEMA’s Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards</p> <p>Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans</p> <p>Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households</p> <p>Execute <i>You are the Help Until the Help Arrives</i> workshops in concert with community-based</p> |
|--|--|----------------------------|---|



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|------------------------------------|---|----------------------------|---|
| <p>Enhancing Election Security</p> | <p>Cybersecurity</p> <p>Intelligence and information sharing</p> <p>Planning</p> <p>Long-term vulnerability reduction</p> <p>Situational assessment</p> <p>Infrastructure systems</p> | <p>Safety and Security</p> | <p>Physical security planning support</p> <p>Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc.</p> <p>General election security navigator support</p> <p>Cyber navigator support</p> <p>Cybersecurity risk assessments, training, and planning</p> <p>Projects that address vulnerabilities identified in cybersecurity risk assessments</p> <p>Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection</p> <p>Distributed Denial Of Service protection</p> <p>Migrating online services to the “.gov” internet domain</p> |
|------------------------------------|---|----------------------------|---|

Enduring Needs

| Priorities | Core Capabilities | Lifelines | Example Project Types |
|------------|-------------------|-----------|-----------------------|
|------------|-------------------|-----------|-----------------------|



| | | | |
|-----------------|--|----------------------------|---|
| <p>Planning</p> | <p>Planning</p> <p>Risk management for protection programs and activities</p> <p>Risk and disaster resilience assessment</p> <p>Threats and hazards identification</p> <p>Operational coordination</p> <p>Community resilience</p> | <p>Safety and Security</p> | <p>Development of: Security Risk Management Plans Threat Mitigation Plans Continuity of Operations Plans Response Plans</p> <p>Efforts to strengthen governance integration between/among regional partners</p> <p>Joint training and planning with DHS officials and other entities designated by DHS</p> <p>Cybersecurity training and planning</p> <p>Revision of existing plans to strengthen community resilience in underserved communities</p> |
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FEMA

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| <p>Training & Awareness</p> | <p>Long-term vulnerability reduction</p> <p>Public information and warning</p> <p>Operational coordination</p> <p>Situational assessment</p> <p>Community resilience</p> | <p>Safety and Security</p> | <p>Active shooter training</p> <p>Intelligence analyst training</p> <p>SAR and terrorism indicators/behaviors training</p> <p>Security training for employees</p> <p>Public awareness/preparedness campaigns</p> <p>Joint training and planning with DHS officials and other entities designated by DHS</p> <p>Cybersecurity training and planning</p> <p>Sharing and leveraging intelligence and information</p> <p>Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations</p> |
|---------------------------------|--|----------------------------|--|



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|---|--|----------------------------|---|
| <p>Equipment & Capital Projects</p> | <p>Long-term vulnerability reduction</p> <p>Infrastructure systems</p> <p>Operational communications</p> <p>Interdiction and disruption</p> <p>Screening, search and detection</p> <p>Access control and identity verification</p> <p>Physical protective measures</p> | <p>Safety and Security</p> | <p>Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments</p> <p>Physical security enhancements</p> <p>Security cameras (CCTV)</p> <p>Security screening equipment for people and baggage</p> <p>Lighting</p> <p>Access Controls</p> <p>Fencing, gates, barriers, etc.</p> <p>Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities</p> <p>Chemical/Biological/Radiological/Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment</p> |
| <p>Exercise</p> | <p>Long-term vulnerability reduction</p> <p>Operational coordination</p> <p>Operational communications</p> <p>Community resilience</p> | <p>Safety and Security</p> | <p>Response exercises, including exercise planning with community-based organizations</p> |



For FY 2022, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the four National Priority Areas with associated minimum spend requirements. Each of these four investments must also account for at least the relevant minimum percentage (12 percent) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.** However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>. Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

OPSG Funding Priorities

The table below provides a breakdown of the FY 2022 OPSG funding priority, which remains focused on and unique to border security.

National Priorities

| Priorities | Core Capabilities | Lifelines | Example Project Types |
|------------|-------------------|-----------|-----------------------|
|------------|-------------------|-----------|-----------------------|



| | | | |
|--|---|----------------------------|---|
| <p>Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS</p> | <p>Intelligence and information sharing</p> | <p>Safety and Security</p> | <p>Participation in the DHS/ICE 287(g) training program</p> <p>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</p> <p>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</p> <p>Identification, assessment, and reporting of threats of violence</p> <p>Joint intelligence analysis training and planning with DHS officials and other entities designated</p> |
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For FY 2022, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high



FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
 - Number of arrests that resulted from OPSG contacts
 - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding

\$1,120,000,000

| HSGP Programs | FY 2022 Allocation |
|---------------|------------------------|
| SHSP | \$415,000,000 |
| UASI | \$615,000,000 |
| OPSG | \$90,000,000 |
| Total | \$1,120,000,000 |

SHSP Allocations

For FY 2022, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four



territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the four National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area must be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total SHSP allocation.

FY 2022 SHSP Allocations

| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|------------------------|---------------------------|------------------------|---------------------------|
| Alabama | \$4,847,500 | Montana | \$4,847,500 |
| Alaska | \$4,847,500 | Nebraska | \$4,847,500 |
| American Samoa | 1,108,000 | Nevada | \$4,847,500 |
| Arizona | \$4,847,500 | New Hampshire | \$4,847,500 |
| Arkansas | \$4,847,500 | New Jersey | \$7,074,841 |



| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|----------------------|--------------------|--------------------------|--------------------|
| California | \$57,035,623 | New Mexico | \$4,847,500 |
| Colorado | \$4,847,500 | New York | \$68,033,267 |
| Connecticut | \$4,847,500 | North Carolina | \$5,085,387 |
| Delaware | \$4,847,500 | North Dakota | \$4,847,500 |
| District of Columbia | \$5,085,387 | Northern Mariana Islands | \$1,108,000 |
| Florida | \$9,343,905 | Ohio | \$6,190,947 |
| Georgia | \$5,288,656 | Oklahoma | \$4,847,500 |
| Guam | \$1,108,000 | Oregon | \$4,847,500 |
| Hawaii | \$4,847,500 | Pennsylvania | \$8,136,252 |
| Idaho | \$4,847,500 | Puerto Rico | \$4,847,500 |



FEMA

| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|-----------------|--------------------|---------------------|--------------------|
| Illinois | \$13,894,910 | Rhode Island | \$4,847,500 |
| Indiana | \$4,847,500 | South Carolina | \$4,847,500 |
| Iowa | \$4,847,500 | South Dakota | \$4,847,500 |
| Kansas | \$4,847,500 | Tennessee | \$4,847,500 |
| Kentucky | \$4,847,500 | Texas | \$18,210,451 |
| Louisiana | \$4,847,500 | U.S. Virgin Islands | \$1,108,000 |
| Maine | \$4,847,500 | Utah | \$4,847,500 |
| Maryland | \$7,074,841 | Vermont | \$4,847,500 |
| Massachusetts | \$6,190,947 | Virginia | \$8,136,252 |
| Michigan | \$5,085,387 | Washington | \$6,190,947 |



| State/Territory | FY 2022 Allocation | State/Territory | FY 2022 Allocation |
|-----------------|--------------------|-----------------|----------------------|
| Minnesota | \$4,847,500 | West Virginia | \$4,847,500 |
| Mississippi | \$4,847,500 | Wisconsin | \$4,847,500 |
| Missouri | \$4,847,500 | Wyoming | \$4,847,500 |
| Total | | | \$415,000,000 |

UASI Allocations

Eligible candidates for the FY 2022 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>. **THIRA/SPR results do not impact grant allocations or awards.**

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the four National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area must be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's



UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total UASI allocation.

FY 2022 UASI Allocations

| State/Territory | Urban Area | FY 2022 UASI Allocation |
|----------------------|-----------------------------|-------------------------|
| Arizona | Phoenix Area | \$5,250,000.00 |
| California | Anaheim/Santa Ana Area | \$5,250,000.00 |
| California | Bay Area | \$37,049,000.00 |
| California | Los Angeles/Long Beach Area | \$67,182,000.00 |
| California | Riverside Area | \$3,900,000.00 |
| California | Sacramento Area | \$3,800,000.00 |
| California | San Diego Area | \$16,696,000.00 |
| Colorado | Denver Area | \$3,900,000.00 |
| District of Columbia | National Capital Region | \$51,127,000.00 |
| Florida | Miami/Fort Lauderdale Area | \$14,750,000.00 |
| Florida | Orlando Area | \$3,800,000.00 |
| Florida | Tampa Area | \$3,800,000.00 |
| Georgia | Atlanta Area | \$6,700,000.00 |
| Illinois | Chicago Area | \$67,182,000.00 |
| Indiana | Indianapolis Area | \$1,500,000.00 |
| Louisiana | New Orleans Area | \$1,500,000.00 |
| Maryland | Baltimore Area | \$3,800,000.00 |



| | | |
|----------------|----------------------------------|-------------------------|
| Massachusetts | Boston Area | \$16,900,000.00 |
| Michigan | Detroit Area | \$5,250,000.00 |
| Minnesota | Twin Cities Area | \$5,250,000.00 |
| Missouri | Kansas City Area | \$1,500,000.00 |
| Missouri | St. Louis Area | \$3,800,000.00 |
| Nevada | Las Vegas Area | \$5,250,000.00 |
| New Jersey | Jersey City/Newark Area | \$18,915,000.00 |
| New York | New York City Area | \$176,599,000.00 |
| North Carolina | Charlotte Area | \$3,800,000.00 |
| Ohio | Cincinnati Area | \$1,500,000.00 |
| Ohio | Cleveland Area | \$1,500,000.00 |
| Oregon | Portland Area | \$3,800,000.00 |
| Pennsylvania | Philadelphia Area | \$16,900,000.00 |
| Pennsylvania | Pittsburgh Area | \$1,500,000.00 |
| Texas | Dallas/Fort Worth/Arlington Area | \$16,900,000.00 |
| Texas | Houston Area | \$24,600,000.00 |
| Texas | San Antonio Area | \$3,800,000.00 |
| Virginia | Hampton Roads Area | \$3,800,000.00 |
| Washington | Seattle Area | \$6,250,000.00 |
| Total | | \$615,000,000.00 |

OPSG Allocations



For FY 2022, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2022 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimates the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal noncitizens, drug trafficking organizations, and noncitizen smuggling organizations.

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards



56

3. Period of Performance

36 months

4. Projected Period of Performance Start Date(s)

September 1, 2022

5. Projected Period of Performance End Date(s)

August 31, 2025

6. Funding Instrument Type

Grant

C. Eligibility Information**1. Eligible Applicants**

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under SHSP and OPSG through the SAA.

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2022 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.



In FY 2022, OPSPG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSPG funding.

In FY 2022, OPSPG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSPG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a **current employee, personnel, official, staff, or leadership** of the non-federal entity; and 2) **duly authorized to apply** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.**

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for



progress and achievement reporting is on FEMA's website at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Please see the [Preparedness Grants Manual](#) for more information on NIMS.

B. Emergency Management Assistance Compact (EMAC) Membership

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2022 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

C. Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2022, DHS/FEMA is requiring that at least 30 percent of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least **30 percent** of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 30 percent LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 30 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below. The [Preparedness Grants Manual](#) includes additional information on project selection considerations and allowable activities for LETPA investments.



The [National Prevention Framework](#) describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to identify, prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. All other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

4. Cost Share or Match

There is no cost share or match requirement for the FY 2022 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date:

May 13, 2022

b. Application Submission Deadline:

June 13, 2022 at 5 p.m. ET

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may



include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Anticipated Funding Selection Date:

No later than August 17, 2022

D. Anticipated Award Date:

No later than September 30, 2022

E. Other Key Dates

| Event | Suggested Deadline for Completion |
|-------------------------|--|
| Obtaining an UEI number | Four weeks before actual submission deadline |



| Event | Suggested Deadline for Completion |
|--|--|
| Obtaining a valid Employer Identification Number (EIN) | Four weeks before actual submission deadline |
| Creating an account with login.gov | Four weeks before actual submission deadline |
| Registering in SAM or updating SAM registration | Four weeks before actual submission deadline |
| Registering in Grants.gov | Four weeks before actual submission deadline |
| Starting application in Grants.gov | One week before actual submission deadline |
| Submitting the final application in ND Grants | By submission deadline |

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the [Preparedness Grants Manual](#) for requesting and submitting an application.

Initial applications are processed through the [Grants.gov](#) portal. Final applications are completed and submitted through FEMA's Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>.

Hard copies of the NOFO can be downloaded at [Grants.gov](#) or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.



4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

1. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Create a Grants.gov account;
6. Add a profile to a Grants.gov account;
7. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
8. Register in ND Grants
9. Submit an initial application in Grants.gov;
10. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
11. Continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on their immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.



Specific instructions on how to apply for, update, or verify a UEI number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the [Preparedness Grants Manual](#).



7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, applicants can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the [Preparedness Grants Manual](#).

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the [SF-424 family on Grants.gov](#).



Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline date. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.



I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
 - To comply with 2 C.F.R. § 200.402 - 2 C.F.R. § 200.405, HSGP applicants must complete and submit an SF-424A or SF-424C, as appropriate, reflecting cost breakdown per budget cost categories per sub-program (SHSP, UASI, OPSG) and Management and Administration costs as applicable to align with the SHSP and UASI allocations and OPSG requests. The SF-424A or SF-424C with the pre-filled requirements can be found with the HSGP NOFO and associated attachments on grants.gov. Adjustments to the SF-424A or SF-424 C may be required after the FY 2022 OPSG allocations are finalized. GPD Grants Management Specialists will contact applicants for any necessary revisions.
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
 - **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
 - **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be



available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. Program-Specific Required Forms and Information

I. IJ Development: SHSP and UASI

As part of the FY 2022 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2022 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the four National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant’s SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30 percent of the total



SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly and equitably to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2023. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2022 BSIR. DHS/FEMA will not reduce FY 2022 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. Development of Investments and Projects: SHSP and UASI

- Applicants must propose at least four and may include up to 12 investments.



- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
 - Project name;
 - Project description;
 - Subrecipient name, if applicable;
 - Recipient type (e.g., state or local);
 - Project location (zip code of the primary location of the project);
 - Primary core capability the project supports;
 - Whether the project activities are shareable and deployable; and
 - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. National Priority Area Investments: SHSP and UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

- **Soft Targets/Crowded Places (3 percent)**

Soft targets and crowded places are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to



enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, polling places, and similar facilities.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

■ Information and Intelligence Sharing (3 percent)

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and



operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

■ **Domestic Violent Extremism (3 percent)**

As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including leveraging lawful protests to incite violence, intimidate targets, and promote their violent



extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](#).

■ **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2022 HSGP grant awards will be required to complete the 2022 [Nationwide Cybersecurity Review \(NCSR\)](#), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR is estimated to be open from October 2022 – February 2023.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive



HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see [IB 439](#).

Additional resources and information regarding cybersecurity are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

■ **Community Preparedness and Resilience (3 percent)**

Community organizations are the backbones of American civic life, both during “blue skies” and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community’s resilience. FEMA’s [2021 National Household Survey](#) recorded an 11% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.



The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](https://www.fema.gov/individuals-and-communities).

- **Election Security (no minimum percent)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, while not required, applicants are encouraged to submit an investment related to their election security needs.



If submitted, the investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

IV. Development of Fusion Center Projects: SHSP and UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the [Preparedness Grants Manual](#).

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2022.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

The funding itemization for a fusion center project should include the amount and percent of each relevant solution area. As an example:



| Solution Area and Amount of Proposed Funding | Percent of Proposed Funding |
|---|------------------------------------|
| Planning: \$10,000 | 2% |
| Organization: \$200,000 | 48% |
| Equipment: \$200,000 | 48% |
| Training: \$10,000 | 2% |
| Exercises: \$0 | 0% |
| Total: \$420,000 | 100% |

V. Completing IJs in the Grant Reporting Tool (GRT): SHSP and UASI

In the Related Documents section of the [Grants.gov](https://www.grants.gov) posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in [Grants.gov](https://www.grants.gov) posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

Applicants must ensure the appropriate National Priority Area “Investment Type” (*Overview Tab – Investment Information Section*) is selected for the corresponding National Priority Area.

VI. Development of Concept of Operations for OPSG

As part of the FY 2022 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other



local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priority identified below:

- **Information and Intelligence Sharing and Cooperation** Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of,



preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence. Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's [Office of Intelligence and Analysis](#).

VII. Detailed Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the [grants.gov](#) posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the [Preparedness Grants Manual](#).



Emergency Communications Investments

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under most programs, including this program, is the same as the period of performance).



Federal funds made available through this award may be used for the purpose set forth in this NOFO, the [Preparedness Grants Manual](#), and the terms and conditions of the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the [Preparedness Grants Manual](#) for more information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services \(Interim\) FEMA Policy #405-143-1](#), or [superseding document](#).

Additional guidance is available [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or



services as a substantial or essential component of any system, or as critical technology of any system; or

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the [Preparedness Grants Manual](#).

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.



b. Pre-Award Costs

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the AOR of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

c. Management and Administration (M&A) Costs

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the [Preparedness Grants Manual](#) for additional information on direct costs.



Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3 percent of its award to the enhancing the protection of soft targets and crowded places National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:

- Total award: \$6,000,000
- SHSP: \$1,000,000 OPSG: \$2,500,000 UASI: \$2,500,000
- M&A Maximum: \$300,000 (5 percent of \$6,000,000)
- Maximum M&A for SHSP = \$50,000
- Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.
- Maximum M&A for UASI = \$125,000

SAA 2:



- Total award: \$4,500,000
- SHSP: \$3,500,000 OPSG: \$1,000,000
- M&A Maximum: \$225,000 (5 percent of \$4,500,000)
- Maximum M&A for SHSP = \$175,000
- Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Please note, [IB 365: Management and Administration Costs in the Homeland Security Grant Program](#) and DHS/FEMA [Policy 207-087-1](#) **do not apply to awards made in FY 2022 under this NOFO**. Please also reference [IB 416](#) for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2022 awards made under this NOFO.

D. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further



instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

E. Funds Transfer Restriction

The recipient is prohibited from transferring funds between programs (includes SHSP, UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

F. Other Direct Costs

I. Planning

Planning costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

II. Organization

Organization costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

III. Equipment

Equipment costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

- **General Purpose Equipment** HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC³ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.



Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
 - Emergency medical services (EMS) equipment and vehicles;
 - Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
 - Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
 - Office equipment for staff⁴ engaged in homeland security program activity.
- **Controlled Equipment** For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed below, certain equipment is "prohibited" and is not allowable under HSGP. For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties.

DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of tracked armored vehicles, camouflage uniforms, weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with [IB 426](#) and may not be used for the purchase of the following equipment: 1) firearms; 2) ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized



aircraft, vessels, or vehicles of any kind with weapons installed.

IV. Training

Training costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

V. Exercises

Exercise costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

VI. Personnel

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act. Please see the [Preparedness Grants Manual](#) for more information.

VII. Operational Overtime

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the [Preparedness Grants Manual](#) for more information.

VIII. Travel

Domestic travel costs are allowed under this program, as provided for in this NOFO and in the [Preparedness Grants Manual](#). International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.



IX. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C and SF-424D](#). Please see the [Preparedness Grants Manual](#) for more information.

X. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the [Preparedness Grants Manual](#) for more information.

XI. Critical Emergency Supplies

Critical emergency supplies are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

XII. Secure Identification

Secure Identification costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs,



please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the [Preparedness Grants Manual](#).

TABLE

[1] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

[2] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

I. Risk Methodology

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the [Preparedness Grants Manual](#) for additional information on the risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology and its results do not affect grant allocations.

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, “Available Funding for the NOFO.”

II. Application Evaluation Criteria

FEMA will evaluate the FY 2022 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:



- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year period of performance. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project(s) will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirements. Additional information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including



whether the applicant is suspended or debarred.

FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

1. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
2. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
3. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

I. SHSP and UASI

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.



The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Emergency Communications Division (ECD) to verify compliance with SAFECOM guidance. FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2022 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).



Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Community preparedness and resilience investments will be reviewed by DHS/FEMA and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This includes factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2022 BSIR, they will have funds placed on hold in the amount of 30 percent. The hold will be released only after their December 2022 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.



To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2022 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

II. OPSG



Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the [Preparedness Grants Manual](#).

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2022 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2022 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the [Preparedness Grants Manual](#) as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

See the [Preparedness Grants Manual](#) for information on Notice of Award.

2. Pass-Through Requirements



Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

Timing and Amount

The SAA must pass-through at least 80 percent of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAAs are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45 calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants



system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2022, while the period of performance dates for that award are September 1, 2022, through August 31, 2025. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2022 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2022, would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20 percent of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of



both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2022, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2022 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2022 funding.**

Additional OPSG Requirements

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

3. Administrative and National Policy Requirements

In addition to the requirements in this section and elsewhere in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the [Preparedness Grants Manual](#) for additional information on administrative and national policy requirements, including the following:

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- [SAFECOM Guidance on Emergency Communications Grants](#)



a. DHS Standard Terms and Conditions

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

Recipients must complete the [DHS Civil Rights Evaluation Tool](#) within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the [DHS Standard Terms and Conditions of Award](#). Additional information on civil rights provisions is available at <https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance> and <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that



have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

FEMA grant funding for new construction or substantial improvement must comply with [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and applicable FEMA implementing policies in place at the time of disbursement, including [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\) \(fema.gov\)](#) or superseding policies.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.



The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

d. National Incident Management System (NIMS) Implementation

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [*SAFECOM Guidance on Emergency Communications Grants*](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report submission.
 - All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.
 - By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.



All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the [Preparedness Grants Manual](#).

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the [Preparedness Grants Manual](#) for information on reporting requirements.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or



desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the [Preparedness Grants Manual](#) for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns.

CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Grant Programs Directorate (GPD) Award Administration Division



GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. Equal Rights

The FEMA Office of Equal Rights (OER), in coordination with the DHS Office for Civil Rights and Civil Liberties, is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. Grants.gov

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.dhsgov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at <https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system>



c. Payment and Reporting System (PARS)

FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

H. Additional Information

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Preparedness Grants Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity
- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2



C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. §200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the [Preparedness Grants Manual](#).

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.



2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient’s FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the [Preparedness Grants Manual](#) for more information.

Footnotes

1. Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.
2. Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.



3. Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
4. This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.





***Cal* OES**

**GOVERNOR'S OFFICE
OF EMERGENCY SERVICES**

**Fiscal Year 2022
Homeland Security Grant Program**

***California Supplement to the
Federal Notice of Funding Opportunity***

September 2022

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- A – FY 2022 HSGP Final Allocations
- B – FY 2022 HSGP Timeline
- C – FY 2022 HSGP Application Checklist

| | |
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| Federal Program Announcement | <p>In May 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the <i>FEMA Preparedness Grants Manual</i>.</p> <p>Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.</p> |
| Information Bulletins | <p>DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.</p> |
| Grant Management Memoranda | <p>Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding HSGP funds.</p> |
| Purpose of the California Supplement | <p>The FY 2022 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA Preparedness Grants Manual. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2021 and FY 2022 HSGP and highlight additional California policies and requirements applicable to FY 2022 HSGP.</p> |
| Eligible Subrecipients | <p>Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.</p> |
| Tribal Allocations | <p>The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.</p> |

| | |
|-------------------------------------|--|
| Subrecipient Allocations | FY 2022 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements. |
| Supplanting | Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds. |
| Public/Private Organizations | Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects. |
| Debarred/Suspended Parties | <p>Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.</p> <p>Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.</p> <p>Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass through funding to other local entities.</p> <p>If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.</p> |

**Key Changes to
the FY 2022
HSGP**

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2022 compared to five in FY2021: one NPA was removed and two were added. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – 3% minimum;
- Enhancing the protection of soft targets/crowded places – 3% minimum;
- Enhancing cybersecurity – no minimum requirement;
- **NEW:** Enhancing community preparedness and resilience – 3% minimum;
- Combating domestic violent extremism – 3% minimum;
- **NEW:** Enhancing election security – no minimum requirement.

Unique Entity Identifier: Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI.

Law Enforcement Terrorism Prevention Activities: Increased from 25% to 30% of the subaward.

Investment Justifications: Investments are updated for FY 2022.

Build America, Buy America Act (BABAA): The BABAA requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

For FY22 Awards, the BABAA requirement is waived.

Section 2– Federal Changes and Initiatives | 2022

FY 2022 National Priorities

DHS/FEMA annually publishes the [National Preparedness Report](#) (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assess changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2022, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3%;
- Enhancing the protection of soft targets/crowded places - 3%;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – 3%
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – 3%; and
- Enhancing election security – no minimum.

The NPA specifically addressing emerging threats has been removed, but activities in this category remain allowable expenses under other investment areas. Further, **applicants must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have new flexibility on how that funding is allocated.** Although 12% is required in minimum spending across four NPAs, as noted above, the remaining 18% can be allocated across any of the six NPAs. Election security and Enhancing Cybersecurity do not require a minimum allocation.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

**FY 2022 National
Priorities (cont.)**

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.
- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

FY 2022 National Priorities (cont.)

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2022 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.
- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each national priority is included in the [FY 2022 HSGP NOFO \(Section A\)](#).

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

National Campaigns and Programs (cont.)

Active Shooter Preparedness – DHS developed a comprehensive [Active Shooter Preparedness website](#), which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering . For more information, please see DHS's [Hometown Security Program](#).

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the [Community Lifelines Implementation Toolkit website](#).

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

National Cybersecurity Review

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October and December 2022.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in [IB 439](#) and [429a](#).

NIMS Implementation

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the [National Incident Management System \(NIMS\)](#).

Law Enforcement Terrorism Prevention Activities

A minimum of 30% of the total subaward amount must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). Activities outlined in the National Prevention Framework and National Protection Framework are eligible for use of LETPA-focused funds. Additionally, investments that support LETPA can also support an NPA. All other terrorism prevention activities proposed for funding under LETPA must be formally pre-approved by FEMA. Refer to [IB 473](#) for additional information.

Management and Administration

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2022 HSGP.

Indirect Costs

Indirect costs are allowable under the FY 2022 HSGP Grant Award. Subrecipients who claim indirect costs may do so, provided they use one of the following two methods:

Indirect Costs (cont.)

1. Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.
2. Subrecipients who have never received a negotiated indirect cost rate and receive *less than* \$35 million in *direct* federal funding per year may claim the 10% de minimis indirect cost rate based on Modified Total Direct Costs (MTDC) as defined in [2 C.F.R. § 200.1](#) and Subpart E.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a “Project” and reflected in the Financial Management Forms Workbook (FMFW) on the Indirect cost category ledger if being claimed under the award.

Indirect costs must be based on the claimed direct project costs, excluding equipment expenditures and other distorting items. Up to \$25,000 of each subaward may be included as a direct project cost when calculating indirect costs based on MTDC.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient’s fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new indirect cost rate agreement.

Organization Costs - Overtime

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page A-4 of the [Preparedness Grants Manual](#), all operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in *Table 2: Authorized Operational Overtime Categories*.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

**Organization
Costs – Overtime
(cont.)**

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via the Allowability Request Form at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity. **All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.**

Personnel Cap

Pursuant to [6 U.S.C. § 609\(b\)](#), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing to the Program Representative on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see [B 421b](#) for more information on the waiver process.

**Equipment
Typing/
Identification
and Use**

Allowable HSGP equipment is listed on the [FEMA Authorized Equipment List](#) (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The [FEMA Resource Typing Library Tool \(RTL\)](#) can be used to help determine the type and capability.

**Equipment
Typing/
Identification and
Use (cont.)**

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the Preparedness Grants Manual for additional information.

Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.

**Equipment
Maintenance/
Sustainment**

Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

**Emergency
Communications
Projects**

All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.

**Telecom
Equipment and
Services
Prohibitions**

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216](#) prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

**Telecom
Equipment and
Services
Prohibitions
(cont.)**

- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Please see [FEMA Policy #405-143-1](#) for additional information.

**Small
Unmanned
Aircraft Systems**

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [IB 426](#) and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for [03OE-07-SUAS](#) details questions that must be included in the Aviation Request justification. Please reference [Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems](#) and contact your Program Representative for additional information.

**Emergency
Operations Plans**

Subrecipients must update their Emergency Operations Plan at least once every two years to remain compliant with the [Comprehensive Preparedness Guide 101 version 2.0](#).

**Conflict of
Interest**

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

BABAA

The BABA Act requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” **For FY 2022 this requirement has been waived.** Additional information for the BABA Act is available [here](#).

Section 3– State Changes and Initiatives | 2022

**FY 2022
Investments**

The State prioritized the following investment strategies for the FY 2022 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority)**;
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**;
3. Enhance Cybersecurity **(National Priority)**;
4. Enhancing Community Preparedness and Resilience **(National Priority)**;
5. Combating Domestic Violent Extremism **(National Priority)**;
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority)**.

**California
Homeland
Security Strategy
Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2022 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

**State Initiative
Funding**

For FY 2022, Cal OES shall retain 20% of the SHSP and 18.5% of the UASI funding for state initiatives.

“On Behalf Of”

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert and
Warning**

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction’s alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Section 4– Required State Application Components | 2022

**Financial
Management
Forms Workbook**

The FY 2022 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

Authorized Body of 5 – Provide the contact information of Authorized Agents (AA), delegated via the GBR or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, grant subaward modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Ledger – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Ledger – Provides detailed information on grant-funded organizational activities.

Equipment Ledger – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Ledger – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The [Training Request Form](#) must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Ledger – Provides detailed information on grant-funded exercises.

M&A Ledger – Provides information on grant-funded M&A activities.

**Financial
Management
Forms Workbook
(cont.)**

Indirect Costs Ledger – Provides information on indirect costs.

Consultant-Contractor Ledger – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

**Subrecipient
Grants
Management
Assessment**

Per [2 C.F.R. § 200.332](#), Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The [Subrecipient Grants Management Assessment Form](#) contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

**Application
Attachments**

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the [FFATA Financial Disclosure Form](#) to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Certification Regarding Lobbying – Use the [Certification Regarding Lobbying Form](#) to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Application Attachments (cont.)

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the [FY 2022 Standard Assurances](#) as part of their FY 2022 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Operational Areas and Urban Areas

Governing Body Resolution – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2021, FY 2022, FY 2023); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information – For each person or position appointed by the governing body, identify the individual in the Authorized Body of 5 ledger of the FMFW.

**Operational
Areas and Urban
Areas (cont.)**

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

**Operational
Areas Only**

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

**Urban Areas
Only**

Urban Area Working Groups (UAWGs) – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria is found in the FEMA [Preparedness Grants Manual](#).

THIRA – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

**Urban Areas
Only (cont.)**

SPR – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

**Fusion Centers
Only**

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

**State Agencies
and Tribes Only**

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Section 5– State Application Process | 2022

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2022 HSGP Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

HSGP Contact Information

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
 ATTN: Grants Management (Building E)
 Homeland Security Grants Unit
 3650 Schriever Avenue
 Mather, CA 95655

| | |
|---------------------|----------------|
| Darlene Arambula | (916) 845-8427 |
| Christopher Camacho | (916) 845-8789 |
| Laura Halverstadt | (916) 845-8899 |
| Antoinette Johnson | (916) 845-8260 |
| Jim Lane | (916) 845-8428 |
| Vidal Lopez | (916) 845-8744 |
| Abigayle Tirapelle | (916) 845-8400 |

The [Program Representative Regional Assignments Map](#) is available at the Cal OES website under "Regional Assignments".

**Subaward
Approval**

Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Section 6– Post Award Requirements | 2022

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to \$500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested using the [Cal OES HSGP FMFW v1.22](#), signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

**Modifications
(cont.)**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

Modifications to National Priority Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

Training

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Program Representative and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (805) 594-2500.

Exercises, Improvement Plans, and After- Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients must conduct procurement utilizing documented local government procurement standards and procedures, or the federal procurement standards found in [2 C.F.R. Part 200](#), whichever is more strict. Procurement standards must also contain a written conflict of interest policy which reflect applicable federal, state, local, and tribal laws.

Procurement Thresholds

Effective June 20, 2018, the micro-purchase threshold was increased from \$3,500 to \$10,000 and the simplified acquisition threshold was increased from \$150,000 to \$250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018. Refer to [IB 434](#) for additional information.

Procurement Documentation

Per [2 C.F.R. § 200.318\(j\)](#), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#). Documentation that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES [Request for Noncompetitive Procurement Authorization](#) form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and [GMM2021-05](#) for additional guidance.

Performance Bond

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant performance period.

**Performance
Bond (cont.)**

Cal OES requires Subrecipients obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

**Environmental
Planning and
Historic
Preservation**

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Program Representatives will provide additional instructions should this report be required.

[EHP Screening Requests](#) should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the [FEMA GPD EHP Policy Guidance](#).

**Construction
and Renovation**

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Construction and Renovation (cont.)

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Project construction using SHSP and UASI funds may not exceed \$1,000,000 or 15% of the grant subaward (For the purposes of limitations on funding levels, communications towers are not considered construction).

Written approval for construction must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Program Representative to request disposition instructions. See [2 C.F.R. § 200.313\(e\)](#).

Performance Reporting

Subrecipients must complete a Biannual Strategic Implementation Report (BSIR) each Winter and Summer using the DHS/FEMA [Grants Reporting Tool](#) (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT.

To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Program Representative.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

Extension Requests (cont.)

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2022 grant subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

**Monitoring
(cont.)**

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with:
 - Standard Assurances, and
 - Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

**Failure to Submit
Required Reports**

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a “hold” placed on any future reimbursements.

**Suspension/
Termination**

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

**Suspension/
Termination
(cont.)**

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

**Records
Retention**

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

**Records
Retention (cont.)**

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

In order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See [2 C.F.R. §§ 200.334, 200.336](#).

Attachment A – FY 2022 HSGP Final Allocations | 2022

*SHSP allocations reflect National Priority Area project adjustments

| State Homeland Security Program (SHSP) | | | | |
|--|-------------|--|------------------|-------------------|
| Operational Area | Total Award | | Operational Area | Total Award |
| ALAMEDA | 1,650,796 | | ORANGE | 3,091,412 |
| ALPINE | 76,144 | | PLACER | 465,163 |
| AMADOR | 113,439 | | PLUMAS | 93,069 |
| BUTTE | 267,310 | | RIVERSIDE | 2,398,206 |
| CALAVERAS | 117,971 | | SACRAMENTO | 1,578,910 |
| COLUSA | 90,054 | | SAN BENITO | 137,459 |
| CONTRA COSTA | 1,178,218 | | SAN BERNARDINO | 2,161,778 |
| DEL NORTE | 100,963 | | SAN DIEGO | 3,210,706 |
| EL DORADO | 256,681 | | SAN FRANCISCO | 878,889 |
| FRESNO | 1,039,637 | | SAN JOAQUIN | 823,129 |
| GLENN | 203,261 | | SAN LUIS OBISPO | 342,776 |
| HUMBOLDT | 203,934 | | SAN MATEO | 785,320 |
| IMPERIAL | 246,059 | | SANTA BARBARA | 499,634 |
| INYO | 93,103 | | SANTA CLARA | 1,882,403 |
| KERN | 942,855 | | SANTA CRUZ | 329,270 |
| KINGS | 220,013 | | SHASTA | 247,206 |
| LAKE | 126,761 | | SIERRA | 78,080 |
| LASSEN | 94,530 | | SISKIYOU | 116,808 |
| LOS ANGELES | 9,481,458 | | SOLANO | 501,616 |
| MADERA | 225,137 | | SONOMA | 671,457 |
| MARIN | 320,277 | | STANISLAUS | 599,127 |
| MARIPOSA | 91,259 | | SUTTER | 169,573 |
| MENDOCINO | 160,849 | | TEHAMA | 137,052 |
| MERCED | 346,225 | | TRINITY | 90,284 |
| MODOC | 83,289 | | TULARE | 528,108 |
| MONO | 87,762 | | TUOLUMNE | 127,742 |
| MONTEREY | 488,715 | | VENTURA | 870,206 |
| NAPA | 0 | | YOLO | 285,965 |
| NEVADA | 171,573 | | YUBA | 148,878 |
| *Total | | | | 41,728,499 |

| Fusion Centers | |
|---------------------------------------|--------------------|
| Region | Total Award |
| SAN FRANCISCO BAY AREA | 1,792,050 |
| SACRAMENTO/CENTRAL VALLEY AREA | 2,565,000 |
| GREATER LOS ANGELES AREA | 2,887,500 |
| SAN DIEGO AREA | 2,047,500 |
| ORANGE AREA | 835,000 |
| *Total | 10,127,050 |

| Urban Areas Security Initiative (UASI) | | | |
|---|------------------------------------|---------------------------|--------------------------|
| *A minimum of 30% of UASI funding must be for Law Enforcement Terrorism Prevention | | | |
| Urban Area | Federal Allocation to State | Allocation to UASI | State Initiatives |
| ANAHEIM/SANTA ANA AREA | 5,250,000 | 4,278,750 | 971,250 |
| BAY AREA | 37,049,000 | 30,194,935 | 6,854,065 |
| LOS ANGELES/LONG BEACH AREA | 67,182,000 | 54,753,330 | 12,428,670 |
| RIVERSIDE AREA | 3,900,000 | 3,178,500 | 721,500 |
| SACRAMENTO AREA | 3,800,000 | 3,097,000 | 703,000 |
| SAN DIEGO AREA | 16,696,000 | 13,607,240 | 3,088,760 |
| Total | 133,877,000 | 109,109,755 | 24,767,245 |

Attachment B: FY 2022 HSGP Timeline | 2022

| | |
|--|---|
| DHS/FEMA Announcement of 2022 HSGP | May 13, 2022 |
| Cal OES Application Due to DHS | June 13, 2022 |
| DHS Award to California | September 2022 |
| Subrecipient period of performance begins | September 1, 2022 |
| 2022 HSGP California Supplement release | September 2022 |
| Subrecipient Workshops | September 2022 |
| Subrecipient Awards (45 days from DHS award) | October 2022 |
| Subrecipient Final Applications Due to Cal OES | December 31, 2022 |
| Subrecipient period of performance ends | May 31, 2025 |
| Final Cash Requests due to Cal OES | Within twenty (20) calendar days after end of grant |
| Cal OES's period of performance ends | August 31, 2025 |

Attachment C: FY 2022 HSGP Application Checklist | 2022

Subrecipient: _____ FIPS#: _____

Program Representative: _____

Financial Management Forms Workbook:

- Grant Award Face Sheet
- Authorized Body of 5
- Project Ledger
- Planning Ledger
- Organization Ledger
- Equipment Ledger
- Training Ledger
- Exercise Ledger
- Consultant/Contractor Ledger
- Management & Administration Ledger
- Indirect Cost Ledger
- Authorized Agent Sheet

Attachments:

- Original Counter-Signed Award Letter
- Governing Body Resolution (Certified)
- Standard Assurances (Signed Originals)
- FFATA Certification
- Lobbying Certification
- Subrecipient Grant Management Assessment Form
- Indirect Cost Rate Negotiation Agreement
- Personnel Cap Waiver (If Applicable)
- Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- UASI Footprint
- UAWG Roster

State Agencies and Tribes Only:

- Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____



LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

**SHARED SERVICES DIVISION
GRANT PAYMENT REQUEST**

SECTION A: SUBMITTING YOUR REQUEST

| | |
|--|--|
| <p>Please submit Grant Payment Request Form along with legible supporting documents to: Grants@auditor.lacounty.gov</p> <p>In the event e-mail is not available, you can mail your Grant payment request to (please do not fax or send duplicates): Department of Auditor-Controller Shared Services Division / Attn: Grants Unit 3470 Wilshire Blvd., Suite 812 Los Angeles, CA 90010</p> | <p>1. Grant Name & Year:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
|--|--|

SECTION B: SUB-RECIPIENT'S INFORMATION

| | | |
|---|-------------------|----------------------|
| 1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered) | 3. Taxpayer ID #: | 4. Contact's Name: |
| 2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary): | | 4. Contact's phone: |
| | | 4. Contact's e-mail: |

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

| 1. SOLUTION AREA <small>(e.g. equipment, training, planning, exercise, organization)</small> | 2. PROJECT # <small>(e.g. 011.22)</small> | 4. EHP required? <small>(Environmental & Historic Preservation)</small> | | 5. VENDOR'S INVOICE # <small>(Maximum of 5 invoices)</small> | 6. PURCHASE METHOD <small>(including Training)</small> | | | 7. CLAIM AMOUNT <small>(indicate the amount per each line)</small> |
|---|--|--|---|---|---|---------------------|-------------|---|
| | | No | Yes <small>(attach State Approval)</small> | | If Competitive, <small>indicate the # of bids.</small> | Non-Competitive Bid | Sole Source | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| 8. TOTAL \$ | | | | | | | | - |

SECTION D: SUB-RECIPIENT'S CERTIFICATION **SECTION E: FOR SSD USE ONLY**

| | |
|---|--|
| <p>I certify that (please use the checkbox):</p> <p><input type="checkbox"/> 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.</p> <p><input type="checkbox"/> 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.</p> <p>3. _____ DATE</p> <p style="text-align: center;"><small>AUTHORIZED SIGNATURE</small></p> <p>4. _____ AUTHORIZED TITLE</p> <p style="text-align: center;"><small>AUTHORIZED PRINTED NAME</small></p> <p>5. AUTHORIZED CONTACT INFORMATION (If different from Section B):</p> <p>PHONE # _____</p> <p>E-MAIL: _____</p> | <p style="text-align: center;">STAMP WITH RECEIVED DATE HERE:</p> <p style="text-align: center;">ASSIGNED INVOICE NO.:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> |
|---|--|

NOTE: This Form is intended for Internal SSD review purpose only.
 Revised on December 2019

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST**

Purpose of these instructions:

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - Copy of the purchase order**
 - Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
 - Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
 - Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

- Please read and check the box provided if you are an authorized signor.
- Please read and check the box provided if you are an authorized signor.
- Please sign the Grant payment request if you are an authorized signor of your agency.
- &** When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the
- authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:

For Equipment Claims:

- a) **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. ^{*1}Please refer to the **Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.**

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission: CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

- a) **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- d) **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- f) **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.

- g) **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

- j) **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/

- b) **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

Equipment Inventory Listing Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

| <u>Field</u> | <u>Date Element</u> | <u>Procedure</u> |
|--------------|------------------------|--|
| (1) | Grant Name | SHSP or EMPG |
| (2) | Sub-Recipient | Name of your agency |
| (3) | Date of Report | Date report completed {1} |
| (4) | Grant Year | Grant Year of funds used to purchase equipment |
| (5) | Project # | Project Number (from Grant Workbook Project Sheets) |
| (7) | AEL No. | Authorized Equip Listing No (from Grant Workbook) |
| (8) | Description | Description of the equipment |
| (9) | Serial # or Other ID # | Serial # or Other identification # used |
| (10) | Safecom consult | Fill out either by Yes, No, or N/A |
| (11) | Source of Property | Funding source, i.e, SHSP, EMPG, etc. |
| (12) | Title Holder | Name of agency (City/Department) |
| (13) | Vendor Name | Name of the vendor |
| (14) | Invoice Number | Invoice number |
| (15) | Acquisition Date | Date equipment acquired |
| (16) | Acquisition Cost | Cost of the individual equipment item |
| (17) | % of Fed Part | Fed participation in the cost of equipment |
| (18) | Location | Location of equipment |
| (19) | Use & Condition | Use & condition {2} |
| (20) | Disposition data | Date of disposition |
| (21) | Sale Price | Sale price, If applicable, or N/A for not applicable |

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

| PLANNING ROSTER | | | | | | | | | | | |
|--------------------|-------------------|----------------------------|------------|----------------|------------|---------------|---------------------|---------------|--|--|--|
| Project | Planning Activity | Solution Area Sub-Category | Discipline | Funding Source | Total Cost | Total Claimed | Cash Request Number | Final Product | | | |
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| GRAND TOTAL | | | | | | | \$ | | | | |

Approved by:

Authorized Signature

Print Name and Title

Date

8. Notes on Personnel Cost:

In general, costs associated with:

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

| | <u>Yes</u> | <u>No</u> | <u>Comment</u> |
|---|------------|-----------|----------------|
| <p style="text-align: center;"><u>Verification</u></p> <p>1. Was a Single Audit completed for Grant Year 2014-15 and 2015-16?</p> <p>2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit?</p> <p>3. Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.</p> <p>4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?</p> <p>5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?</p> <p>6. Did the Subrecipient implement the corrective action plan?</p> | | | |

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project’s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|--|------------|-----------|-----------------|
| 1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number? | | | |
| 3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training? | | | |
| 4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Training expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Training: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |

B. TRAINING (Continued)

| | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---|------------|-----------|-----------------|
| <p>7. For Projects with backfill expenditures for Training:</p> <p style="margin-left: 20px;">a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?</p> <p style="margin-left: 20px;">b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?</p> <p style="margin-left: 20px;">c. Did the Subrecipient accurately report the expenditures in their accounting records?</p> | | | |
| <p>8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?</p> | | | |
| <p>9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?</p> | | | |
| <p>10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:</p> <p style="margin-left: 20px;">a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.</p> <p style="margin-left: 20px;">b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.</p> | | | |

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project’s goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---|-------------------|------------------|------------------------|
| 1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced? | | | |
| 3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets? | | | |
| 4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Planning expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Planning: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |

C. PLANNING (Continued)

| | <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---|---------------------|------------|-----------|-----------------|
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | | |
| 7. For Projects with backfill expenditures for Planning: | | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | | |
| c. Did the Subrecipient accurately report the backfill expenditures in their accounting records? | | | | |
| 8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor? | | | | |
| 9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)? | | | | |
| 10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA: | | | | |
| a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. | | | | |
| b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | | |

D. EQUIPMENT

Objective

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project’s goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---|------------|-----------|-----------------|
| 1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient maintain invoices to support the Equipment expenditures? | | | |
| 3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal “Authorized Equipment List” and/or “Standardized Equipment List”? | | | |
| 4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records? | | | |
| 5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment | | | |
| 6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years? | | | |

D. EQUIPMENT (Continued)

| <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---|------------|-----------|-----------------|
| 7. Was the Equipment physically inspected to ensure: | | | |
| a. The Equipment existed and agreed to inventory listing? | | | |
| b. The Equipment worked and adequately trained staff are available to operate the Equipment? | | | |
| 8. Did the Subrecipient maintain Equipment in a secure location? | | | |
| 9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes? | | | |
| 10. For Equipment disposal, if any: | | | |
| a. Was the disposition consistent with federal regulations? | | | |
| b. What is the status of the proceeds received from the disposal? | | | |
| 11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process? | | | |
| 12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)? | | | |
| 13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: | | | |
| a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. | | | |
| b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project’s goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| <u>Verification</u> | Yes | No | <u>Comments</u> |
|--|------------|-----------|-----------------|
| 1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section. | | | |
| 2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number? | | | |
| 3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise? | | | |
| 4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records? | | | |
| 6. For Projects with overtime expenditures for Exercise: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records? | | | |
| c. Did the Subrecipient accurately report the backfill expenditures in their accounting records? | | | |
| 7. For Projects with backfill expenditures for Exercise: | | | |
| a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets? | | | |

E. EXERCISE (Continued)

| <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---|------------|-----------|-----------------|
| 8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor? | | | |
| 9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications? | | | |
| 10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project’s goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|--|------------|-----------|-----------------|
| 1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section. | | | |
| 2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense? | | | |
| 3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors? | | | |
| 4. Did the Subrecipient accurately report the Organization expenditures in their accounting records? | | | |
| 5. For Projects with overtime expenditures for Organization: | | | |
| a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures? | | | |
| b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.? | | | |

F. ORGANIZATION (Continued)

| | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---|------------|-----------|-----------------|
| <u>Verification</u> | | | |
| 6. For Projects with backfill expenditures for Organization: | | | |
| b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State? | | | |
| c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation? | | | |
| 7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor? | | | |
| 8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)? | | | |
| 9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: | | | |
| a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved. | | | |
| b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report. | | | |



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

LA-RICS Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

RECOMMENDED ACTION

It is recommended that your Board designate a Board Member to serve as the appointee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) and the Executive Director to serve as the alternate appointee, all in accordance with the provisions of Article 7 of the CJPIA.

BACKGROUND

At the Authority Board meeting of June 19, 2013, your board delegated authority to the Executive Director, on behalf of the JPA, to take all necessary actions to become a member of the CJPIA, and to participate in its liability program for self-insured loss pooling at the limits previously specified. On June 26, 2013, the CJPIA Executive Committee voted unanimously to allow membership to the Authority. As part of the membership process, the CJPIA requires online completion of the Certification of Director and Alternate(s). We return to your Board today to request that you appoint a Board member as is the required process for CJPIA membership. Additionally, we request that your Board appoint the Executive Director as an alternate appointee.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

AGENDA ITEM J

CONCLUSION

The Executive Director recommends the Board make the recommended designations.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson".

SCOTT EDSON
EXECUTIVE DIRECTOR

SC:mbc

c: Counsel to the Authority



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SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

LA-RICS Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

APPROVE AMENDMENT NO. 112 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO (LMR) SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 112 to Agreement No. LA-RICS 007 (Agreement) to incorporate two (2) Change Orders for work related to roll-up generator outages at the Burnt Peak 1 (BUR1) and Green Mountain (GRM) sites as further described in this Board Letter for a cost increase in the amount of \$17,299.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve Amendment No. 112 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order in connection with work related to an outage with the roll-up generator at the Burnt Peak 1 (BUR1) site, for a cost increase in the amount of \$11,574.
 - b. Incorporate one (1) Change Order in connection with work related to an outage with the roll-up generator at the Green Mountain (GRM) site, for a cost increase in the amount of \$5,725.
2. Authorize an increase to the Maximum Contract Sum in an amount of \$17,299 from \$216,034,427 to \$216,051,726 when taking the recommended actions into consideration.

AGENDA ITEM K

3. Delegate authority to the Executive Director to execute Amendment No. 112, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

BACKGROUND

As your Board is aware, the BUR1 and GRM sites are equipped with roll-up generators due to the lack of permanent power at these sites. Recently the roll-up generators at both sites went down when the fuel tanks at both sites could not receive fuel service due to severe damage to access roads. Both sites remained online running on DC power plant for several days until both sites went completely offline. As MSI is required to ensure the equipment is not damaged and is operating properly, MSI must inspect the sites following complete site shut down. MSI performed this verification and re-optimization work at the BUR 1 and GRM1 sites once the generators power were restored. MSI also verified the sites as stable and all sites configurations to be correct.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 112 to incorporate two (2) Change Orders for work related to a temporary outage with the roll-up generator at the BUR1 and GRM sites, resulting in an increase to the Maximum Contract Sum in the amount of \$17,299.

It is necessary to incorporate the Change Orders related to work in connection with outages with the roll-up generators at the BUR1 and GRM sites in order to compensate MSI for work performed in January 2023.

The Change Orders have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to the Change Orders.

Further, the Change Orders were presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire Department. Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

The CCB participants vetted the revisions presented to your Board for consideration and recommend approval.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 112 will result in an increase to the Maximum Contract Sum in the amount of \$17,299 from \$216,034,427 to \$216,051,726. If approved by your Board, the worked contained in Amendment No. 112 will be fully funded by the Urban Areas Security Initiative (UASI) 2022 grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

CONCLUSION

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER ONE HUNDRED TWELVE
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

RECITALS

This Amendment Number One Hundred Twelve (together with all exhibits, attachments, and schedules hereto, "Amendment No. 112") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of April _____ 2023, based on the following recitals:

Whereas, the Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 100.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred One – Unilateral Amendment No. 29, issued on June 29, 2022 to (a) incorporate an LMR Change Order for access road maintenance work at the Pine Mountain (PMT) site for a cost increase in the amount of \$4,887; (b) increase the Maximum Contract Sum by \$4,887 from \$215,373,672 to \$215,378,559; and (c) make other certain changes as set forth in Unilateral Amendment No. 29.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Two, effective July 11, 2022, to (a) extend certain Bridge Warranty services, in particular, Security Update Services (SUS) and Remote Security Update Services (RSUS) until December 31, 2022, as further described in Amendment No. 102 for a cost increase in the amount of \$28,587; (b) increase the Maximum Contract Sum by \$28,587 from \$215,378,559 to \$215,407,146; and (c) make other certain changes as set forth in Amendment No. 102.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Three, effective August 15, 2022, to (a) reflect a reduction in the cost for ACVRS TRO5 Subsystem Addition work at the Signal Hill (SGH) site and the San Pedro Hill (SPH) site in the amount of \$189,259; (b) reflect a reduction in the scope and cost related to existing tower removal work at the Mirador (MIR) site in the amount of \$10,136; (c) decrease the Maximum Contract Sum by \$199,395 from \$215,407,146 to \$215,207,751; and (d) make other certain changes as set forth in Amendment No. 103.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Four, effective November 14, 2022, to (a) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), corresponding Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and

Common Platform Subsystem to bridge the gap in warranty services for a period of twelve (12) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$1,067,684; (b) increase the Maximum Contract Sum by \$1,067,684 from \$215,207,751 to \$216,275,435; and (c) make other certain changes as set forth in Amendment No. 104.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Five – Unilateral Amendment No. 30, issued on November 16, 2022, to (a) reconcile Exhibit C.2 (Phase 1 – System Design) to reflect a cost decrease in an amount of \$122,264; (b) reconcile Exhibit C.17 (LMR Change Order Modifications) to reflect a cost decrease in an amount of \$120,647; (c) reconcile Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation) to reflect a cost decrease in the amount of \$115,920; (d) reflect a cost neutral transfer of discounts from Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C.15 (LMR System Discounts) in the amount of \$361,900; (e) reflect a cost neutral transfer of a discount from Exhibit C.17 (LMR Change Order Modifications) to Exhibit C.3 (Phase 2 – Site Construction and Site Modification) in the amount of \$121,819; (f) reflect an adjustment to holdback in the amount of \$64,774; (g) decrease the Maximum Contract Sum by \$358,830 from \$216,275,434 to \$215,916,604; and; and (h) make other certain changes as set forth in Unilateral Amendment No. 30.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Six, effective November 29, 2022, to (a) incorporate an LMR Change Order for DTVRS Antenna Changes to Mitigate UHF DTV Channel 15 at the Tejon Peak (TPK) site for a cost increase in the amount of \$42,546; (b) increase the Maximum Contract Sum by \$42,546 from \$215,916,604 to \$215,959,150; and (c) make other certain changes as set forth in Amendment No. 106.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Seven – Unilateral Amendment No. 31, issued on December 1, 2022, to (a) incorporate an LMR Change Order for tower foundation rock excavation work at the Mount Lukens 2 (MTL2) site for a cost increase in the amount of \$57,675; (b) increase the Maximum Contract Sum by \$57,675 from \$215,959,150 to \$216,016,825; and (c) make other certain changes as set forth in Unilateral Amendment No. 31.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eight, effective December 6, 2022, to (a) incorporate a Change Order for costs related to temporary outage of the roll-up generator located at the Burnt Peak 1 (BUR1) site for a cost increase in the amount of \$3,263; (b) increase the Maximum Contract Sum by \$3,263 from \$216,016,825 to \$216,020,088; and (c) make other certain changes as set forth in Amendment No. 108.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Nine, effective January 10, 2023, to (a) adopt a new Project Schedule; (b) incorporate costs related to Phase 1 permit work at the Topanga Relay (TOP Relay) site for a cost increase in the amount of \$2,379; (c) increase the Maximum Contract Sum by

\$2,379 from \$216,020,088 to \$216,022,467; and (d) make other certain changes as set forth in Amendment No. 109.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Ten, effective February 2, 2023, to (a) incorporate two (2) LMR Change Orders as further described in Amendment No. 110 for a cost increase in the amount of \$6,600; (b) increase the Maximum Contract Sum by \$6,600 from \$216,022,467 to \$216,029,067; and (c) make other certain changes as set forth in Amendment No. 110.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eleven, effective March 8, 2023, to (a) incorporate two (2) LMR Change Orders as further described in Amendment No. 111 for a net cost increase in the amount of \$5,361; (b) increase the Maximum Contract Sum by \$5,361 from \$216,029,067 to \$216,034,427; and (c) make other certain changes as set forth in Amendment No. 111.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) incorporate two (2) LMR Change Orders as further described in this Amendment No. 112 for a cost increase in the amount of \$17,299; (b) increase the Maximum Contract Sum by \$17,299 from \$216,034,427 to \$216,051,726; and (c) make other certain changes as set forth in this Amendment No. 112.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 112, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 112 refer to sections of the Agreement, as amended by this Amendment No. 112.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor has performed the Work contemplated in COR No. MS-7119, related to a temporary outage of the rollup generator at the BUR1 site, as well as Work contemplated in COR No. MSI-7120, related to a temporary outage of the rollup generator at the GRM site; which are included herein by this reference, pursuant to Exhibit C.17 (LMR Change Order Modifications) and in accordance with this Section 2 of this Amendment No. 112, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

| Item No. | Site ID | Site Name | COR No. | Description | Amount |
|----------------------|---------|----------------|----------|---|-----------------|
| 1. | BUR1 | Burnt Peak 1 | MSI-7119 | Rollup Generator Outage Work (December 2022 and January 2023 Outages) | \$11,574 |
| 2. | GRM | Green Mountain | MSI-7120 | Rollup Generator Outage Work (January 2023 Outage) | \$5,725 |
| TOTAL AMOUNT: | | | | | \$17,299 |

3. Amendments to the Agreement.

3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Sixteen Million, Fifty-One Thousand, Seven Hundred Twenty-Six Dollars (\$216,051,726) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Fifty-Nine Million, Six Hundred Twelve Thousand, Nine Hundred Thirty Dollars (\$159,612,930). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 112 and incorporated herein by this reference.

4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 112 and incorporated herein by this reference.

4.3 Exhibit C.22 (LMR Subsystem Acceptance Payment Schedule) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit

C.22 (LMR Subsystem Acceptance Payment Schedule), which is attached to this Amendment No. 112 and incorporated herein by this reference.

5. This Amendment No. 112 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 112;
 - 5.2 Los Angeles County Counsel has approved this Amendment No. 112 as to form;
 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 112;
 - 5.4 The Executive Director of the Authority has executed this Amendment No. 112.
6. Except as expressly provided in this Amendment No. 112, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 112 on behalf of Contractor represent and warrant that the person executing this Amendment No. 112 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 112, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 112 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

**AMENDMENT NUMBER ONE HUNDRED TWELVE
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 112 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Arturs A. Vanags
Motorola Project Director

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY:

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

| EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY | | | | |
|--|--------------------------|------------------------------------|-------------------------|-----------------------------------|
| Summary | Unilateral Option Sum | Contract Sum - Full Payable Amount | 10% Holdback Amount | Payment Minus 10% Holdback Amount |
| Phase 1 ^(Note 1) | \$ - | \$ 41,632,564 | \$ 3,117,075 | \$ 38,515,489 |
| Phase 2 | \$ - | \$ 43,100,531 | \$ 4,147,787 | \$ 38,952,744 |
| Phase 3 | \$ - | \$ 56,698,625 | \$ 4,230,479 | \$ 52,468,147 |
| Phase 4 | \$ - | \$ 20,732,005 | \$ 2,009,828 | \$ 18,722,174 |
| SUBTOTAL (Phases 1 to 4): | \$ - | \$ 162,163,725 | \$ 13,505,169 | \$ 148,658,553 |
| Phase 5 (15 Years) | \$ 55,898,518 | \$ - | \$ - | \$ 55,898,518 |
| TOTAL (Phases 1 to 5): | \$ 55,898,518 | \$ 162,163,725 | \$ 13,505,169 | \$ 204,557,072 |
| Bounded Area Coverage Additive Alternate ^(Note 1) | \$ 19,109,375 | \$ - | \$ 1,910,937 | \$ 17,198,437 |
| Mandatory Building Coverage Additive Alternate | \$ 29,828,448 | \$ - | \$ 2,982,845 | \$ 26,845,603 |
| Metrorail Coverage Additive Alternate | \$ 4,792,260 | \$ - | \$ 479,226 | \$ 4,313,034 |
| LMR System Maintenance for Additive Alternates | \$ 19,620,355 | \$ - | \$ 1,962,036 | \$ 17,658,320 |
| Source Code Software Escrow | \$ 1,304,000 | \$ - | \$ 130,400 | \$ 1,173,600 |
| LMR Mitigation Monitoring and Reporting Plan | | \$ 2,912,356 | \$ - | \$ 2,912,356 |
| LMR Change Order Modifications | | \$ 3,580,205 | \$ 358,021 | \$ 3,222,185 |
| LMR Unilateral Amendments | | \$ 1,453,036 | \$ 145,304 | \$ 1,307,732 |
| Multiprotocol Label Switching Mobile Backhaul | | \$ 2,200,000 | \$ 220,000 | \$ 1,980,000 |
| Channel 15 and Channel 16 Interference Mitigation | | \$ 687,287 | | \$ 687,287 |
| LMR Bridge Warranty | | \$ 1,987,674 | | \$ 1,987,674 |
| LMR Subsystem Bridge Warranty | | \$ 1,067,683 | | \$ 1,067,683 |
| SUBTOTAL | \$ 130,552,956 | \$ 176,051,967 | \$ 21,693,937 | \$ 284,910,983 |
| TOTAL CONTRACT SUM: | \$176,051,967 | | | |
| LMR Discounts ^(Note 2) | -\$17,202,758 | | | |
| MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum): | \$216,051,726 | | | |

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 2: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

SCHEDULE OF PAYMENTS
EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

| Change Order Number | Site ID | Item/Category | Contract Sum - Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|----------------------------------|----------|---|-------------------------------|---------------------|---|
| Amendment No. 28 | | | | | |
| MSI 003 Revised | OLI | MSI-003 OLI Tower Mapping (Revised) | \$ - | \$ - | \$ - |
| MSI-007 | LDWP243 | MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement | \$ 2,200 | \$ 220 | \$ 1,980 |
| MSI-008 | LMR | MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations | \$ 9,912 | \$ 991 | \$ 8,921 |
| MSI-009 | AGH | MSI-009 AGH SCE Engineering Fee Reimbursement | \$ 5,634 | \$ 563 | \$ 5,071 |
| MSI-012 | LMR | MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR | \$ - | \$ - | \$ - |
| MSI-015 | BUR1 | MSI-015 BUR1 SCE Engineering Fee | \$ 3,308 | \$ 331 | \$ 2,977 |
| MSI-016 | BMT | MSI-016 BMT SCE Engineering Fee | \$ 592 | \$ 59 | \$ 533 |
| MSI-017 | MML | MSI-017 MML SCE Engineering Fee | \$ 3,308 | \$ 331 | \$ 2,977 |
| Amendment No. 28 Subtotal | | | \$ 24,953 | \$ 2,495 | \$ 22,458 |
| Amendment No. 29 | | | | | |
| MSI-030 | APC | MSI-030 Saturday Labor and Crane Cost | \$ 2,405 | \$ 241 | \$ 2,165 |
| MSI-020R | BKK | MSI-020R Tower Mapping and Painting | \$ 26,225 | \$ 2,623 | \$ 23,603 |
| MSI-024 | BKK | MSI-024 Dispersive Wave Testing | \$ 5,426 | \$ 543 | \$ 4,883 |
| MSI-1208 | POM | MSI-LMR1208 ACM and LCP Testing Services | \$ 4,400 | \$ 440 | \$ 3,960 |
| Amendment No. 29 Subtotal | | | \$ 38,456 | \$ 3,846 | \$ 34,610 |
| Amendment No. 30 | | | | | |
| MSI-1205 | MVS | MSI-1205 MVS LCP Testing Services | \$ 4,195 | \$ 420 | \$ 3,776 |
| Amendment No. 30 Subtotal | | | \$ 4,195 | \$ 420 | \$ 3,776 |
| Amendment No. 31 | | | | | |
| MSI-1265 | ONK | MSI-1265 Environmental Testing ACM and LPC Services | \$ 3,633 | \$ 363 | \$ 3,270 |
| MSI-1206 | CCT | MSI-1206 HVAC Condenser Pad Modification | \$ 9,745 | \$ 975 | \$ 8,771 |
| MSI-1321 | AGH | MSI-1321 Additional Title, Survey, Research | \$ 2,100 | \$ 210 | \$ 1,890 |
| MSI-1267R | LARICSHQ | MSI-1267R Environmental Testing ACM and LPC Services | \$ 4,095 | \$ 410 | \$ 3,686 |
| Amendment No. 31 Subtotal | | | \$ 19,573 | \$ 1,957 | \$ 17,616 |
| Amendment No. 33 | | | | | |
| MSI-1528 | MLM | MSI-1528 MLM Tower Light | \$ 17,490 | \$ 1,749 | \$ 15,741 |
| Amendment No. 33 Subtotal | | | \$ 17,490 | \$ 1,749 | \$ 15,741 |
| Amendment No. 34 | | | | | |
| MSI-1447 | AGH | MSI-1477 AGH Additional Electrical Work | \$ 84,503 | \$ 8,450 | \$ 76,053 |
| MSI-1435 | HPK | MSI-1435 HPK Power Conduit Outside Compound | \$ 6,241 | \$ 624 | \$ 5,617 |
| Amendment No. 34 Subtotal | | | \$ 90,744 | \$ 9,074 | \$ 81,670 |
| Amendment No. 35 | | | | | |
| MSI-5002 | SDW | MSI-5002 SDW Waveguide Bridge Installation | \$ 13,115 | \$ 1,312 | \$ 11,804 |
| Amendment No. 35 Subtotal | | | \$ 13,115 | \$ 1,312 | \$ 11,804 |
| Amendment No. 36 | | | | | |
| MSI-5003 | BJM | MSI-5003 BJM Tower Mapping Services | \$ 4,952 | \$ 495 | \$ 4,457 |
| Amendment No. 36 Subtotal | | | \$ 4,952 | \$ 495 | \$ 4,457 |
| Amendment No. 37 | | | | | |
| MSI-5010 | CRN | CRN Lead Paint Abatement and Consulting Services | \$ 3,754 | \$ 375 | \$ 3,379 |
| MSI-5008 | CRN | CRN Siren | \$ 10,113 | \$ 1,011 | \$ 9,102 |
| MSI-5015 | CRN | CRN Permanent Fence | \$ 5,043 | \$ 504 | \$ 4,539 |
| MSI-1209R | FCCF | FCCF Receptacle Light Installation | \$ 12,336 | \$ 1,234 | \$ 11,102 |
| MSI-5031 | HPK | HPK SCE Trenching | \$ 12,623 | \$ 1,262 | \$ 11,361 |

| Change Order Number | Site ID | Item/Category | Contract Sum - Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|--|-------------|--|-------------------------------|---------------------|---|
| MSI-UNI-002 | MMC | MMC Concrete Under Asphalt | \$ 9,765 | \$ 977 | \$ 8,789 |
| MSI-UNI-003 | MMC | MMC Electrical Power Conduits | \$ 2,703 | \$ 270 | \$ 2,433 |
| Amendment No. 37 Subtotal | | | \$ 56,337 | \$ 5,634 | \$ 50,703 |
| Amendment No. 38 | | | | | |
| MSI-5017 | PMT | PMT 2nd GeoTechnical Engineering Services | \$ 23,626 | \$ 2,363 | \$ 21,263 |
| MSI-5030 | UCLA | UCLA ACM and LCP Testing Services | \$ 4,725 | \$ 473 | \$ 4,253 |
| MSI-UNI-004 | FCCF | FCCF Relocated Prime Site Equipment | | \$ - | \$ - |
| MSI-5038 | SGH | SGH Barrel Tile Roof | \$ 6,843 | \$ 684 | \$ 6,159 |
| MSI-5021 | SGH | SGH NB CX Stand Down Costs | \$ 7,652 | \$ 765 | \$ 6,887 |
| MSI-5046 | DPW38 | DPW38 LCP Testing | \$ 2,363 | \$ 236 | \$ 2,127 |
| MSI-5043 | VPK | VPK Tower Foundation | \$ 34,102 | \$ 3,410 | \$ 30,692 |
| MSI-5006 | VPK | VPK Power Run | \$ 50,027 | \$ 5,003 | \$ 45,024 |
| MSI-UNI-005 | VPK | VPK Retaining Wall Credit | \$ (68,141) | \$ (6,814) | \$ (61,327) |
| MSI-UNI-006 | LACFDEL | LACFDEL Reuse of Existing Shelter | \$ - | \$ - | \$ - |
| MSI-5024 | MIR | MIR Additional Topography | \$ 2,205 | \$ 221 | \$ 1,985 |
| MSI-5061 | MDI | MDI 2nd GeoTechnical Engineering Services | \$ 7,588 | \$ 759 | \$ 6,829 |
| MSI-5028 | MDI | MDI Underground Utility Locator | \$ 756 | \$ 76 | \$ 680 |
| MSI-5029 | MDI | MDI Addition Topo Survey | \$ 2,100 | \$ 210 | \$ 1,890 |
| MSI-5050 | WWY | WWY Native American Monitoring | \$ 580 | \$ 58 | \$ 522 |
| Amendment No. 38 Subtotal | | | \$ 74,426 | \$ 7,443 | \$ 66,983 |
| Amendment No. 39 and Amendment No. 105 (Unilateral Amendment 30) | | | | | |
| MSI-5073 | AGH | AGH Encroachment Permit Fee | \$ 4,807 | \$ 481 | \$ 4,326 |
| MSI-5045 | CCB | CCB Abatement and Remediation Work | \$ 13,125 | \$ 1,313 | \$ 11,813 |
| MSI-5076 | LACFDEL | LACFDEL New Phase 1 Work_Rev.1 | \$ 26,965 | \$ 2,697 | \$ 24,269 |
| MSI-5068 | SPH | SPH Lease Exhibit Option_Rev.1 | \$ 1,065 | \$ 107 | \$ 959 |
| MSI-5063 | UNIV | UNIV Recuperation of Cost for Day Tank for Cancelled Site | \$ 11,338 | \$ 1,134 | \$ 10,204 |
| Amendment No. 39 Subtotal | | | \$ 57,300 | \$ 5,730 | \$ 51,570 |
| Amendment No. 41 and Amendment No. 105 (Unilateral Amendment 30) | | | | | |
| MSI-5071 | RIH | Location Change | \$ 37,705 | \$ 3,771 | \$ 33,935 |
| MSI-5070 | UNIV | New Phase 1 Work | \$ 40,899 | \$ 4,090 | \$ 36,809 |
| MSI-5069 | RPV1 | New Phase 1 Work | \$ 44,808 | \$ 4,481 | \$ 40,327 |
| MSI-5042 | INDWT | Request for Road Repairs | \$ 14,425 | \$ 1,443 | \$ 12,983 |
| MSI-5067 | RHT | ACM/LCP Testing and Monitoring | \$ - | \$ - | \$ - |
| MSI-5066 | SPH | RF Engineering Coverage Assessment/Maps | \$ 12,672 | \$ 1,267 | \$ 11,405 |
| MSI-5072 | LMR | Addition of Microwave Link from BHS to SPH | \$ 22,740 | \$ 2,274 | \$ 20,466 |
| MSI-5078 | CPK | Additional Ice Bridge | \$ 1,975 | \$ 198 | \$ 1,778 |
| MSI-5081 | LMR | LARTCS VHF Frequency Changes | \$ 41,171 | \$ 4,117 | \$ 37,054 |
| MSI-5087 | MTL2 | Road Repair Design | \$ 2,200 | \$ 220 | \$ 1,980 |
| Amendment No. 41 Subtotal | | | \$ 218,595 | \$ 21,860 | \$ 196,736 |
| Amendment No. 43 and Amendment No. 44 and Amendment No. 105 (Unilateral Amendment 30) | | | | | |
| MSI-6017 | RIH | Addition of Microwave Link | \$ 43,837 | \$ 4,384 | \$ 39,453 |
| MSI-6016 | SPH | Addition of Microwave Link | \$ - | \$ - | \$ - |
| MSI-6015 | UNIV | Addition of Microwave Link | \$ 68,839 | \$ 6,884 | \$ 61,955 |
| Amendment No. 43 and Amendment No. 44 Subtotal | | | \$ 112,676 | \$ 11,268 | \$ 101,408 |
| Amendment No. 45 | | | | | |
| MSI-6018 | LPC | Environmental Phase II Limited Subsurface Investigation | \$ 19,740 | \$ 1,974 | \$ 17,766 |
| MSI-6019 | MML | Environmental Phase II Limited Subsurface Investigation | \$ 19,310 | \$ 1,931 | \$ 17,379 |
| Amendment No. 45 Subtotal | | | \$ 39,050 | \$ 3,905 | \$ 35,145 |
| Amendment No. 46 | | | | | |
| MSI-6043 | POM | Asbestos Abatement Services | \$ 330,000 | \$ 33,000 | \$ 297,000 |
| MSI-6030 | JPK/RHT/VPK | Tower Top Amplifier Upgrade for Early Deployment Site Transition | \$ 45,728 | \$ 4,573 | \$ 41,155 |
| Amendment No. 46 Subtotal | | | \$ 375,728 | \$ 37,573 | \$ 338,155 |

| Change Order Number | Site ID | Item/Category | Contract Sum - Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|---|-------------|---|-------------------------------|---------------------|---|
| Amendment No. 47 | | | | | |
| MSI-6023 | LARICS | LMR System Reconciliation - Engineering & Re-Racking Services | \$ 174,641 | \$ 17,464 | \$ 157,177 |
| MSI-6045 | ONK | Add ONK Prime Site and ASR | \$ 438,279 | \$ 43,828 | \$ 394,451 |
| MSI-6040 | RHH | Soil Removal | \$ - | \$ - | \$ - |
| MSI-6031 | BHS | Soil Removal | \$ 41,577 | \$ 4,158 | \$ 37,419 |
| MSI-6042 | LPC | Soil Removal | \$ 41,854 | \$ 4,185 | \$ 37,668 |
| MSI-6041 | MDI | Soil Sampling | \$ 10,134 | \$ 1,013 | \$ 9,120 |
| MSI-6034 | RHT | Additional Topography | \$ 3,733 | \$ 373 | \$ 3,360 |
| Amendment No. 47 Subtotal | | | \$ 710,217 | \$ 71,022 | \$ 639,196 |
| Amendment No. 48 | | | | | |
| MSI-6064 | AGH | Easement Payment | \$ 4,055 | \$ 406 | \$ 3,650 |
| MSI-6062 | TOP | Monopole Painted Neutral Brown | \$ 6,104 | \$ 610 | \$ 5,494 |
| MSI-6050 | LARICS | Core and Site Router/Switch Upgrade | \$ - | \$ - | \$ - |
| Amendment No. 48 Subtotal | | | \$ 10,159 | \$ 1,016 | \$ 9,143 |
| Amendment No. 49 and Amendment No. 59 | | | | | |
| MSI-6061 | Various | New Antenna Models and Powder Coating | \$ 110,000 | \$ 11,000 | \$ 99,000 |
| MSI-6067 | MTL2 | Removing impediments to road access caused by erosion to the site road, etc | \$ - | \$ - | \$ - |
| MSI-6069 | LARICS | Audio Loopback | \$ - | \$ - | \$ - |
| Amendment No. 49 Subtotal | | | \$ 110,000 | \$ 11,000 | \$ 99,000 |
| Amendment No. 50 | | | | | |
| MSI-6076 | PRG/AGH | PRG Relocation to AGH for NMDN System | \$ 13,678 | \$ 1,368 | \$ 12,310 |
| MSI-6077 | PRG | VIAMM Implementation | \$ 38,615 | \$ 3,862 | \$ 34,754 |
| MSI-6086 | BJM/TWR | BJM & TWR Generator Noise Mitigation Engineering Assessment Services | \$ 221,211 | \$ 22,121 | \$ 199,090 |
| MSI-6079 | MML | MML Buried Concrete and Rebar Removal | \$ 101,604 | \$ 10,160 | \$ 91,444 |
| Amendment No. 50 Subtotal | | | \$ 375,108 | \$ 37,511 | \$ 337,597 |
| Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30) | | | | | |
| MSI-6094/ MSI-7014 | FCCF/PLM | Leased Fiber Link between FCCF and PLM | \$ 11,196 | \$ 1,120 | \$ 10,076 |
| MSI-6096 | CCB | Microwave Installation Modification | \$ - | \$ - | \$ - |
| Amendment No. 51 Subtotal | | | \$ 11,196 | \$ 1,120 | \$ 10,076 |
| Amendment No. 52 | | | | | |
| MSI-7005 | CPK | Road Work for Access | \$ 23,393 | \$ 2,339 | \$ 21,054 |
| MSI-7007 | CPK | Utility Power Provision to CPK Site | \$ 10,966 | \$ 1,097 | \$ 9,869 |
| Amendment No. 52 Subtotal | | | \$ 34,359 | \$ 3,436 | \$ 30,923 |
| Amendment No. 53 | | | | | |
| MSI-7003 | Various | VIAMM Multiple Site Implementation | \$ 186,594 | \$ 18,659 | \$ 167,935 |
| MSI-7010 | MDI | Utility Power Work | \$ 155,866 | \$ 15,587 | \$ 140,279 |
| Amendment No. 53 Subtotal | | | \$ 342,460 | \$ 34,246 | \$ 308,214 |
| Amendment No. 54 | | | | | |
| MSI-7011 | RPVT | Utility Power Survey Services | \$ 11,000 | \$ 1,100 | \$ 9,900 |
| MSI-7012 | WMP and WTR | Utility Power Work | \$ 121,895 | \$ 12,190 | \$ 109,706 |
| MSI-7015 | CPK | Subgrade Concrete Structure Evaluation Services | \$ 5,812 | \$ 581 | \$ 5,231 |
| Amendment No. 54 Subtotal | | | \$ 138,707 | \$ 13,871 | \$ 124,836 |
| Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30) | | | | | |
| MSI-7013 | TOP | Outdoor Power System and Equipment | \$ 195,638 | \$ 19,564 | \$ 176,074 |
| Amendment No. 55 Subtotal | | | \$ 195,638 | \$ 19,564 | \$ 176,074 |
| Amendment No. 56 | | | | | |

| Change Order Number | Site ID | Item/Category | Contract Sum - Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|---|-------------|--|-------------------------------|---------------------|---|
| MSI-7008 | TOP | Biota Reports | \$ 13,972 | \$ 1,397 | \$ 12,575 |
| Amendment No. 56 Subtotal | | | \$ 13,972 | \$ 1,397 | \$ 12,575 |
| Amendment No. 57 | | | | | |
| MSI-7024 | CPK | Removal of Subgrade Concrete Structure | \$ 8,566 | \$ 857 | \$ 7,709 |
| Amendment No. 57 Subtotal | | | \$ 8,566 | \$ 857 | \$ 7,709 |
| Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30) | | | | | |
| MSI-7025 | UNIV | Redesign Work | \$ 60,650 | \$ 6,065 | \$ 54,585 |
| Amendment No. 58 Subtotal | | | \$ 60,650 | \$ 6,065 | \$ 54,585 |
| Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30) | | | | | |
| MSI-7049 | POM | Correction of Fire Alarm Deficiency | \$ 5,282 | \$ 528 | \$ 4,754 |
| MSI-7044 | RPVT | Antenna Powder Coating | \$ 6,874 | \$ 687 | \$ 6,187 |
| MSI-7051 | LAC072 | Antenna Powder Coating | \$ 255 | \$ 26 | \$ 230 |
| MSI-7045 | MML | Utility Power Survey | \$ 3,465 | \$ 347 | \$ 3,119 |
| Amendment No. 59 Subtotal | | | \$ 15,876 | \$ 1,588 | \$ 14,288 |
| Amendment No. 63 | | | | | |
| MSI-7060 | WTR | Utility Power Provision | \$ 10,788 | \$ 1,079 | \$ 9,709 |
| Amendment No. 63 Subtotal | | | \$ 10,788 | \$ 1,079 | \$ 9,709 |
| Amendment No. 64 and Amendment No. 88 | | | | | |
| MSI-7064/ MSI-7090 | TWR | Survey for SCE Conveyance | \$ 12,428 | \$ 1,243 | \$ 11,185 |
| Amendment No. 64 and Amendment No. 88 Subtotal | | | \$ 12,428 | \$ 1,243 | \$ 11,185 |
| Amendment No. 77 | | | | | |
| MSI-7072 | UNIV | Power Meter Payment | \$ 8,494 | \$ 849 | \$ 7,645 |
| MSI-7067 | FRP | Bollards Around SCE Transformer | \$ 7,636 | \$ 764 | \$ 6,872 |
| Amendment No. 77 Subtotal | | | \$ 16,130 | \$ 1,613 | \$ 14,517 |
| Amendment No. 83 | | | | | |
| MSI-7077 | BUR1 | Antenna Changes FCC Requirements | \$ 17,412 | \$ 1,741 | \$ 15,671 |
| Amendment No. 83 Subtotal | | | \$ 17,412 | \$ 1,741 | \$ 15,671 |
| Amendment No. 86 | | | | | |
| MSI-7080 | -- | LMR DTVRS UHF Information Only Coverage Testing | \$ - | \$ - | \$ - |
| MSI-7085 | GRM | Surveying for Power Easement | \$ 6,197 | \$ 620 | \$ 5,577 |
| MSI-7084 | PMT | Road Maintenance | \$ 5,241 | \$ 524 | \$ 4,717 |
| MSI-7086 | WMP | Road Maintenance | \$ 2,948 | \$ 295 | \$ 2,653 |
| Amendment No. 86 Subtotal | | | \$ 14,386 | \$ 1,439 | \$ 12,947 |
| Amendment No. 88 | | | | | |
| MSI-7083 | Various | USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings | \$ 15,518 | \$ 1,552 | \$ 13,966 |
| MSI-7089 | BKK | MPLS Reconfiguration | \$ 414 | \$ 41 | \$ 373 |
| MSI-7091 | -- | iPASONET Server Replacement | \$ - | \$ - | \$ - |
| Amendment No. 88 Subtotal | | | \$ 15,932 | \$ 1,593 | \$ 14,339 |
| Amendment No. 90 | | | | | |
| MSI-7092 | UNIV | Fire Suppression System | \$ 60,717 | \$ 6,072 | \$ 54,645 |
| Amendment No. 90 Subtotal | | | \$ 60,717 | \$ 6,072 | \$ 54,645 |
| Amendment No. 91 | | | | | |
| MSI-7096 | Various | Replacement of Comparators (MLC8000 for GRV8000) | \$ - | \$ - | \$ - |
| MSI-7098 | ONK/SGH/CCT | Interference Investigation | \$ 14,806 | \$ 1,481 | \$ 13,325 |
| Amendment No. 91 Subtotal | | | \$ 14,806 | \$ 1,481 | \$ 13,325 |
| Amendment No. 92 | | | | | |
| MSI-7100 | SGH, SPH | ACVRS TRO5 Subsystem Addition | \$ 148,376 | \$ 14,838 | \$ 133,538 |
| MSI-7099 | FCCF | Fire Logging Recorder | \$ 4,124 | \$ 412 | \$ 3,712 |
| Amendment No. 92 Subtotal | | | \$ 152,500 | \$ 15,250 | \$ 137,250 |
| Amendment No. 99 | | | | | |

| Change Order Number | Site ID | Item/Category | Contract Sum - Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback Amount |
|---|---------------------------------|--|-------------------------------|---------------------|---|
| MSI-7103 | FCCF, PLM | Leased Fiber Link between FCCF and PLM | \$ 11,617 | \$ 1,162 | \$ 10,455 |
| Amendment No. 99 Subtotal | | | \$ 11,617 | \$ 1,162 | \$ 10,455 |
| Amendment No. 106 | | | | | |
| MSI-7106 | TPK | DTVRS Antenna Changes to Mitigate UHF DTV Channel 15 | \$ 42,546 | \$ 4,255 | \$ 38,291 |
| Amendment No. 106 Subtotal | | | \$ 42,546 | \$ 4,255 | \$ 38,291 |
| Amendment No. 108 | | | | | |
| MSI-7108 | BUR1 | BUR1 Rollup Generator Outage Work | \$ 3,263 | \$ 326 | \$ 2,937 |
| Amendment No. 108 Subtotal | | | \$ 3,263 | \$ 326 | \$ 2,937 |
| Amendment No. 109 | | | | | |
| MSI | TOP | Permit Approval | \$ 2,379 | \$ 238 | \$ 2,141 |
| Amendment No. 109 Subtotal | | | \$ 2,379 | \$ 238 | \$ 2,141 |
| Amendment No. 110 | | | | | |
| MSI-7115 | CPK-RPVT DPK-RPVT SGH-TWR | Replacement of Three (3) Microwave Links | \$ - | \$ - | \$ - |
| MSI-7116 | SCC | LASD NICE Logging Recorder | \$ 6,600 | \$ 660 | \$ 5,940 |
| Amendment No. 110 Subtotal | | | \$ 6,600 | \$ 660 | \$ 5,940 |
| Amendment No. 111 | | | | | |
| MSI-7114 | BUR1 | BUR1 Rollup Generator Outage Work | \$ 6,904 | \$ 690 | \$ 6,214 |
| Amendment No. 111 Subtotal | | | \$ 6,904 | \$ 690 | \$ 6,214 |
| Amendment No. 112 | | | | | |
| MSI-7119 | BUR1 | BUR1 Roll-up Generator Outage Work | \$ 11,574 | \$ 1,157 | \$ 10,417 |
| MSI-7120 | GRM | GRM Roll-up Generator Outage Work | \$ 5,725 | \$ 573 | \$ 5,153 |
| Amendment No. 112 Subtotal | | | \$ 17,299 | \$ 1,730 | \$ 15,569 |
| TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS | | | \$ 3,580,205 | \$ 358,021 | \$ 3,222,185 |

Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.

SCHEDULE OF PAYMENTS
EXHIBIT C.22 - LMR SUBSYSTEM ACCEPTANCE PAYMENT SCHEDULE

| TOTAL HOLDBACK AS OF AMENDMENT NO. 112 | HOLDBACK |
|--|---------------------|
| Phases 1 to 4 Holdback | \$13,505,169 |
| LMR Change Order Modifications Holdback | \$358,021 |
| LMR Unilateral Amendments Holdback | \$145,304 |
| MPLS Mobile Backhaul Holdback | \$220,000 |
| SUBSYSTEM HOLDBACK TOTAL | \$14,228,493 |

| Subsystem | COMPLETION ACCEPTANCE | | | TESTING | | | HOLDBACK | | | | Total |
|--|-----------------------|-------------|--|--------------------|------------------------------|-----------------------------|---|--|---|--|---------------------|
| | Date of Completion | Percentage | Payment of Subsystem Phase 4 Completion Acceptance | Testing Percentage | Subsystem Acceptance Testing | Coverage Acceptance Testing | Release of Holdback of Coverage Testing | Release of Holdback at each Subsystem Acceptance | Release of \$1.5M of Holdback at Final Acceptance | Release of 5% of Holdback One Year After System Acceptance | |
| NMDN (Phase 1) | 12/15/2022 | 10% | \$921,735 | | | \$176,709 | | \$552,649 | \$149,481 | \$704,593 | \$2,505,167 |
| DTVRS (17 Cells/Sites out of 33 Cells/Sites) | 6/6/2022 | 55% | \$0 | 50% | | \$614,710 | \$68,301 | \$0 | \$0 | \$0 | \$683,011 |
| DTVRS (16 Cells/Sites out of 33 Cells/Sites) | 3/9/2023 | | \$5,069,545 | | | \$578,550 | \$64,283 | \$2,943,021 | \$826,817 | \$3,931,159 | \$13,413,376 |
| LARTCS | 7/27/2023 | 10% | \$921,735 | 25% | | \$596,630 | \$66,292 | \$486,513 | \$149,481 | \$704,768 | \$2,925,419 |
| ACVRS | 8/8/2023 | 20% | \$1,843,471 | 25% | | \$596,630 | \$66,292 | \$1,044,989 | \$300,000 | \$1,421,745 | \$5,273,127 |
| NMDN (Phase 2) Completion final System Documentation | 10/5/2023 | 5% | \$460,868 | | | | | \$269,427 | \$74,221 | \$346,277 | \$1,150,794 |
| Functional Test Acceptance 80% | 6/6/2022 | | | | \$304,662 | | | \$16,926 | | \$21,157 | \$342,745 |
| Functional Test Acceptance 20% | 8/8/2023 | | | | \$76,166 | | | \$4,231 | | | \$80,397 |
| Special Operational Test Acceptance | | | | | \$0 | | | \$0 | | \$0 | \$0 |
| Stress Test Acceptance | | | | | \$0 | | | \$0 | | \$0 | \$0 |
| Voice Aerial Coverage Test Acceptance | | | | | \$0 | | | \$0 | | \$0 | \$0 |
| Voice Waterway Coverage Test Acceptance | | | | | \$0 | | | \$0 | | \$0 | \$0 |
| Voice Subscriber Access Test Acceptance | | | | | \$95,207 | | | \$5,289 | | \$5,289 | \$105,785 |
| NMDN CAD Baseline System Test Acceptance | | | | | \$47,603 | | | \$2,645 | | \$2,645 | \$52,893 |
| Final System Acceptance | | 100% | \$9,217,354 | 100% | \$523,638 | \$2,563,229 | \$265,169 | \$5,325,691 | \$1,500,000 | \$7,137,634 | \$26,532,714 |
| | | | \$9,217,354 | | \$3,086,867 | | | \$14,228,493 | | | |



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

Los Angeles Regional Interoperable Communications System Authority (the "Authority")
Board of Directors (Board)

Dear Directors:

DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT TO SITE ACCESS AGREEMENT FOR A LAND MOBILE RADIO (LMR) SYSTEM SITE

SUBJECT

This letter requests authority from the Board for the Executive Director to finalize and execute a real estate agreement substantially similar in form to the enclosed Amendment to the Site Access Agreement (SAA) for one Land Mobile Radio (LMR) System Site as identified in Enclosure 1.

RECOMMENDED ACTION:

It is recommended that your Board:

1. Find that the approval and execution of Amendment No. 1 to the SAA with Tyjade Ranch LLC for the Universal City Plaza location of Site Universal (UNIV), which would allow the construction, implementation, operation and maintenance of the LMR System at this location, and in particular one new air conditioning unit and its associated components, are within the scope of the activities previously authorized on December 12, 2016, which your Board found categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15303 and 15304 for the reasons stated in this Board Letter and as noted in the record of the project, and that determination that these activities are exempt from CEQA remains unchanged.
2. Authorize the Executive Director to finalize and execute Amendment No. 1 to the SAA with Tyjade Ranch LLC for Site UNIV, substantially similar in form to the agreement attached hereto as Enclosure 1.

AGENDA ITEM L

BACKGROUND

At the May 16, 2013 Board meeting, your Board directed staff to begin negotiations with various jurisdictions for SAAs for the use of specific sites by the Authority for LMR and/or Long Term Evolution (LTE) broadband communications sites. The LMR discussions and negotiations with Tyjade Ranch, LLC resulted in the SAA for UNIV which your Board authorized on August 1, 2019 for the Executive Director to finalize and execute.

Subsequent to the execution of the SAA for Site UNIV on October 18, 2019, LMR System construction and implementation at Site UNIV was completed, and LMR indoor equipment was housed in an equipment room with the Authority as the primary occupant beside some space used by the building owner for storage. The existing heating, ventilation and air conditioning (HVAC) unit for the room is used to provide cooling to the LMR equipment. After several repairs done to the existing HVAC unit for the room, UNIV building management notified the Authority in September 2022 that the existing HVAC unit has failed and is beyond repair.

Delegated authority is requested to execute Amendment No. 1 to the SAA in substantially similar form as attached to this Board letter. Granting approval for the execution of Amendment No. 1 will enable Site UNIV building management to replace the failed existing HVAC unit with a new unit to provide the proper operating environment in the LA-RICS equipment room for the LMR System at Site UNIV. This new HVAC unit will be owned by the Authority. This new HVAC unit is necessary to keep the LA-RICS equipment properly cooled so that it continues to function as part of the LMR System to provide needed public safety coverage.

A brief summary of relevant provisions in Amendment No. 1 to the SAA for Site UNIV with Tyjade Ranch, LLC follows below:

| Owner | No. of Sites | Term | Lease Cost | Other Pertinent Costs and Terms | Utility Costs |
|-------------------|--------------|--|---------------------------|---|---|
| Tyjade Ranch, LLC | 1 | No change to SAA (10 years from execution) | No change to SAA (gratis) | One-time cost for renovation/HVAC replacement including permit fee not to exceed \$25,000. Equipment will be owned by Authority but installed by building owner's contractor and maintained by building owner at their request as with all UNIV building equipment. Authority will pay building owner substantiated cost for ongoing maintenance of new HVAC. | Monthly flat fee \$70 for chilled water associated with HVAC equipment and electricity for operating the HVAC unit. |

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Replacement of the existing HVAC equipment for the room that houses the Authority's LMR System equipment will provide proper cooling and suitable operating environment for the LMR equipment to avoid potential equipment damages and potential degradation and disruption to critical public safety communications on the LMR System.

FISCAL IMPACT/FINANCING

The one-time cost associated with the HVAC unit replacement including the permit fee will be funded by the Urban Areas Security Initiative (UASI) 2022 grant.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority determined on December 12, 2016, that design, construction, implementation, operation, and maintenance of the LMR System infrastructure at Site UNIV is categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15303 and 15304. These activities (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (3) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). None of the activities proposed at these sites triggers any applicable exceptions to the identified categorical exemptions (Guidelines § 15300.2).

Approval and execution of Amendment No. 1 to the SAA for Site UNIV, which would allow construction, implementation, operation and maintenance of the new air conditioning system as part of the LMR System infrastructure at this location, is within the scope of activities previously authorized by your Board on December 12, 2016, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for Amendment No. 1 to the SAA for Site UNIV.

Upon the Board's approval of the recommended actions, the Authority will file a Notice of Exemption with the County Clerk for LMR Site MCI in accordance with

Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson".

SCOTT EDSON
EXECUTIVE DIRECTOR

NY:mbc

Enclosure

c: Counsel to the Authority

**AMENDMENT ONE
TO LMR SITE ACCESS AGREEMENT**

This Amendment One (this “**Amendment One**”) is made effective as of March 4, 2023 (the “**Amendment One Effective Date**”), by and between TYJADE RANCH LLC (“**Owner**”) and the LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEMS AUTHORITY (“**LA-RICS Authority**”).

WHEREAS, Owner and LA-RICS Authority previously entered into that certain LMR SITE ACCESS AGREEMENT (the “**Agreement**”), dated as of October 25, 2019, regarding certain premises located at 100 Universal Plaza, Universal City, CA 91608 as further described therein;

WHEREAS, parties now wish to stipulate to additional certain terms, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Renovations.** Owner shall direct Owner’s HVAC contractor (currently designated to be Western Allied, but subject to change in Owner’s sole discretion) (“HVAC Contractor”) to perform the renovations at the request and on behalf of LA-RICS Authority in or to the Premises described on Exhibit A attached hereto and incorporated herein by reference (the “Renovations”), including, without limitation, installation of an HVAC system located on the 36th Floor of the 1440 Building, 100 Universal City Plaza, Universal City, California, 91608 (the “Equipment”) at the sole cost and expense of LA-RICS Authority. Given a component failure of the HVAC System serving the Premises where its public safety LA-RICS Facility is located, which can cause equipment failure to the LA-RICS Facility, LA-RICS permits Owner to remedy, undertake and complete the associated Renovations needed on the Premises to correct this issue. LA-RICS Authority will be the owner of the HVAC system installed as part of the Renovations that serves the Premises. Without limiting the foregoing, LA-RICS Authority must receive Owner’s prior written consent to all plans and specifications (“LA-RICS Authority’s Plans”) and contractors for the Renovations before Owner performs any work in the Premises.
 - a. Owner shall submit invoices to LA-RICS Authority to receive reimbursement for any and all associated costs in connection with the installation and ongoing maintenance obligations of the Equipment in the following manner:
 - i. Owner will submit to LA-RICS Authority invoices for the substantiated costs of electrical KW/hr costs and water usage associated with the monthly consumption by the Equipment (collectively, “Utility Invoices”), which shall include \$70 per month flat fee in connection with the estimated cost (subject to change at Owner’s discretion following notice to the LA-RICS Authority) for chilled water to the Equipment.
 - ii. Owner shall be responsible for maintaining the Equipment on the Premises and shall submit to LA-RICS Authority invoices for all substantiated costs of such ongoing maintenance costs from time to time (collectively, “Maintenance Invoices”) which shall be paid by LA-RICS Authority upon receipt thereof.
 - iii. Owner will submit to LA-RICS Authority invoices from Owner’s HVAC Contractor (with supporting invoices from any subcontractors who have performed work and delivered materials in connection with the Renovations), or other contractor or subcontractor as the case may be (collectively, “Approved Installation Invoices”, and along with the Maintenance Invoices and Utility Invoices, together, the “Approved Invoices”). Owner is not to exceed \$25,000 for the cost of the Renovation, which shall include all needed work and permits regardless of any exclusions listed by its HVAC Contractor, unless previously agreed to by the LA-RICS Authority.
 - iv. Owner shall submit to LA-RICS Authority invoices for the substantiated costs of any Engineering Support overtime for FLS testing of the unit (estimated at 1 hour).
 - b. Said Approved Invoices shall be paid within thirty (30) days of LA-RICS Authority receipt thereof.
 - c. HVAC Contractor, on behalf of Owner, shall manage the construction of the Renovations.
 - d. LA-RICS Authority and HVAC Contractor shall abide by and will follow, and shall cause its personnel to comply, with any directions given by Owner personnel with respect to access to the Premises sites and facilities, safety, location of vehicle parking, and other general operating instructions. Without limiting the foregoing, when visiting or providing services at the Premises, LA-RICS and HVAC Contractor shall comply with, and cause personnel to comply with any and all health and safety guidelines, requirements,

procedures and protocols set forth by Owner from time to time.

- e. Owner shall have final approval over all LA-RICS Authority Plans. The Renovations shall be designed and constructed in accordance with environmentally friendly standards and adhere to Owner's construction rules and regulations.
- f. All changes to LA-RICS Authority's Plans or the Renovations requested by LA-RICS Authority shall require the approval of Owner, which approval shall not be unreasonably withheld or delayed, provided that Owner, in addition to other reasonable grounds for withholding approval, may withhold approval of any changes which are inconsistent in any material respect with the character or scope of the Renovations as described on LA-RICS Authority's Plans.
- g. LA-RICS Authority, in connection with the Equipment and Renovations, shall comply with any rules and regulations as may be from time to time established by Owner.
- h. Notwithstanding anything to the contrary contained in the License Agreement, LA-RICS Authority shall remove the Equipment from the Premises and restore the LMR Site to its original condition upon expiration of the License at LA-RICS Authority's sole cost and expense. Owner shall retain the right to keep the Equipment on the Premises at Owner's sole discretion, in which case LA-RICS Authority shall execute such further documents as Owner may require in order to effectuate transfer of right and title of the Equipment to Owner. LA-RICS Authority shall notice Owner ninety (90) days prior to the expiration of the License to request whether Owner shall direct LA-RICS Authority to remove the Equipment or retain the Equipment on the Premises.

2. **Alterations** LA-RICS Authority shall make no improvements, changes or alterations in or to the Premises ("Alterations") without Owner's prior written approval, which may be withheld in Owner's sole discretion. LA-RICS Authority, in connection with any approved Alteration, shall comply with any rules and regulations as may be from time to time established by Owner. LA-RICS Authority shall not proceed with any Alteration unless and until Owner approves in writing LA-RICS Authority's plans and specifications therefor. Any review or approval by Owner of plans and specifications with respect to any Alteration is solely for Owner's benefit, and without any representation or warranty to LA-RICS Authority with respect to the adequacy, correctness or efficiency thereof, its compliance with Laws or otherwise.

3. **Indemnity.** Section 17 (Hold Harmless and Indemnification) of the Agreement shall apply to the Renovations work.

4. **General.** Capitalized terms not defined in this Amendment One shall have meaning ascribed to such terms in the Agreement. Unless otherwise specified in this Amendment One, all other terms and conditions contained within the Agreement shall remain unchanged and continue in full force and effect. In the event of any inconsistency between the Agreement and this Amendment One, the terms and conditions of this Amendment One shall govern and control. This Amendment One shall be governed by and interpreted in accordance with the laws of the State of California without regard to its choice of law principles. This Amendment One may be executed by each of the Parties in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same instrument. Any PDF or facsimile signatures to this Amendment One shall be deemed original signatures to this Amendment One.

IN WITNESS WHEREOF the parties have caused this Amendment One to be executed and delivered by their respective authorized signing officers, effective as of the Amendment One Effective Date.

TYJADE RANCH LLC

**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATION SYSTEMS AUTHORITY**

Authorized Signature:

Authorized Signature:

Name: _____

Name: _____

Title: _____

Title: _____



Date: February 9, 2022, Rev-3

To: NBCUniversal
100 Universal City Plaza
Universal City, CA 91608

Attention: Danny Works

Subject: NBCUniversal 1440 Antenna Equipment Room AC 1.5 Ton, Proposal

Scope of Services:

- A. Scope of Work to install (1) new 1.5 Ton CHW Fan Coil for the Antenna Room:
1. Hot Tap 1" connections to existing CHW Risers in room.
 2. Rig the new **Magic Aire**, CHW Fan Coil in place and secure to ceiling with al-Thread and seismic isolation springs and cables.
 3. **Install ductwork from unit to (1) diffuser over equipment in room or install High-wall/cassette type CHW Fan Coil.**
 4. Install Secondary Drain Pan.
 5. Install CHW piping from hot tap connections to new CHW Fan Coil with trim kit.
 6. Install Condensate Drain to floor sink in adjacent room and secondary drain piping outside room and above door.
 7. Insulate all new chilled water piping per Title-24 Code.
 8. Install new electrical wiring from panel to unit.
 - Provide new electrical disconnect at unit.
 - The base bid price assumes the existing electrical panel has the capacity to handle the requirements of this unit single phase power.
 9. Start-up new fan Coil with stand-alone control thermostat.
 10. Provide Closeout Package with O&M Manual and One-year warranty letter on parts and labor.

General Exclusions & Clarifications:

- A. **Western Allied Corporation includes Permits.**
B. **See below California Mechanical Code sheet regarding smoke detection for units above 2,000 CFM and our unit is 600 CFM.**

608.0 Automatic Shutoffs.
608.1 Air-Moving Systems and Smoke Detectors. Air-moving systems supplying air in excess of 2000 cubic feet per minute (ft³/min) (0.9439 m³/s) to enclosed spaces within buildings shall be equipped with an automatic shutoff. Automatic shutoff shall be accomplished by interrupting the power source of the air-moving equipment upon detection of smoke in the main supply-air duct served by such equipment. Duct smoke detectors shall comply with UL 268A, shall be labeled by an approved agency, approved and listed by California State Fire Marshal, and shall be installed in accordance with the manufacturer's installation instructions. Such devices shall be compatible with the operating velocities, pressures, temperatures, and humidities of the system. Where fire-detection or alarm systems are provided for the building, the smoke detectors shall be supervised by such systems in an approved manner, and installed in accordance with NFPA 72 and the California Building and Fire Codes.
Exceptions:
(1) Where the space supplied by the air-moving equipment is served by a total coverage smoke-detection system in accordance with the California Fire Code, interconnection to such system shall be permitted to be used to accomplish the required shutoff.

- C. **The unit will have a (10) day build time for production and a (10) processing/logistics for a total of a (4) week lead time as opposed to the standard (10) week lead time.**
D. Provide site protection for laydown, staging and storage of job boxes, carts, materials, tools and equipment.

- E. One-year warranty for labor and materials.
- F. Proposal pricing is valid for thirty days.
- G. Construction hours are based on after hours with overtime/shift work pay.
- H. Proposal is based on being provided with material staging areas adjacent to the work site.
- I. Proposal is based on parking being provided for all workers on-site for the duration of the project.
- J. Western Allied Corporation excludes Overtime hours and off hours.
- K. Western Allied Corporation excludes Permits & plan check fees.
- L. Western Allied Corporation excludes Any hazardous material removal or disposal.
- M. Western Allied Corporation excludes Patching walls, floors or paint.
- N. Western Allied Corporation excludes Dumpsters and dumpster fees.
- O. Western Allied Corporation excludes Roofing, or roof patch.
- P. Western Allied Corporation excludes Cut, patch & paint.
- Q. Western Allied Corporation excludes Inspection fees, third party inspectors or commissioning.
- R. Western Allied Corporation excludes 3rd party Commissioning.
- S. Western Allied Corporation excludes Payment and performance bonds.
- T. Western Allied Corporation excludes Fire sprinklers.
- U. Western Allied Corporation excludes electrical Metering.
- V. Western Allied Corporation excludes Abatement, removal, relocation and storing of hazardous materials.
- W. Western Allied Corporation excludes Atmosphere air quality monitoring/testing services for containments during hazardous material removals.
- X. Usage or meter charges for temporary construction water, power, gas, sanitary and telephone utilities.
- Y. Western Allied Corporation excludes Fire alarm system, conduit and wiring.
- Z. Western Allied Corporation excludes Additional insurance coverage, changes to our policy limits and/or waiver of subrogation.
- AA. Western Allied Corporation excludes Temporary equipment for any system.

Pricing:

- ***Our price for the work described above to install (1) new CHW Fan Coil for the Antenna Room is \$18,877.00.***

Thank you for the opportunity to provide this proposal. Please don't hesitate to contact me for anything additional.

Regards,



Mark Vanden Dries

WESTERN ALLIED CORPORATION

12046 Florence Ave, Santa Fe Springs, CA 90670

P: 562-944-6341 x236 | M: 562-777-4165 | wasocal.com

608.0 Automatic Shutoffs.

608.1 Air-Moving Systems and Smoke Detectors. Air-moving systems supplying air in excess of 2000 cubic feet per minute (ft³/min) (0.9439 m³/s) to enclosed spaces within buildings shall be equipped with an automatic shutoff. Automatic shutoff shall be accomplished by interrupting the power source of the air-moving equipment upon detection of smoke in the main supply-air duct served by such equipment. Duct smoke detectors shall comply with UL 268A, shall be labeled by an approved agency, approved and listed by California State Fire Marshal, and shall be installed in accordance with the manufacturer's installation instructions. Such devices shall be compatible with the operating velocities, pressures, temperatures, and humidities of the system. Where fire-detection or alarm systems are provided for the building, the smoke detectors shall be supervised by such systems in an approved manner, and installed in accordance with NFPA 72 and the California Building and Fire Codes.

Exceptions:

- (1) Where the space supplied by the air-moving equipment is served by a total coverage smoke-detection system in accordance with the California Fire Code, interconnection to such system shall be permitted to be used to accomplish the required shutoff.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

April 6, 2023

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

APPROVE MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF THE LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING

SUBJECT

Board approval is requested to delegate authority to the Executive Director to execute Memorandums of Understanding (MOU) to allow agencies early operational use of the LMR System before Final System acceptance, in particular the Digital Trunked Voice Radio Subsystem (DTVRS). The MOU will remain in place until such time of Final LMR System Acceptance or another date certain that may be earlier or later than Final LMR System Acceptance, as determined by the Authority, to require agencies to transition to a subscription model/agreement as members/subscribers on the LMR System.

RECOMMENDED ACTION

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute MOUs, substantially similar in form to the Enclosure, for operational purposes prior to Final LMR System Acceptance.
2. Delegate authority to the Executive Director to approve and execute amendments to the MOU, provided that any such amendments are approved as to form by Counsel to the Authority.

BACKGROUND

On April 3, 2019, your Board approved the implementation of Policy No. 023-2018 (LA-RICS LMR System Early Onboarding Policy) and corresponding MOU, which would

AGENDA ITEM M

allow the Authority the ability to onboard users onto the LMR System prior to Final LMR System Acceptance.

As your Board is aware, we are approaching provisional acceptance of the fundamental subsystem contemplated in the LMR System, which is the DTVRS Subsystem. As we near this critical milestone and prepare to onboard early users, it was necessary to reevaluate the MOU and update it accordingly. These early users either currently utilize the Los Angeles County Sheriff's department's system for certain communications, as well as other agencies that have been using other unrelated systems. The MOU before your Board for consideration is similar to the MOU contemplated in Policy No. 023-2018, however, it is specifically for the use of the DTVRS Subsystem, which is necessary as we approach provisional acceptance of the DTVRS Subsystem.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Executive Director the ability to execute MOUs with agencies for early usage of the LMR System, in particular the DTVRS Subsystem. The MOU will remain in place until such time of Final LMR System Acceptance or another date certain that may be earlier or later than Final LMR System Acceptance, as determined by the Authority, to require agencies to transition to a new subscription model/agreement for continued LMR System use as members/subscribers.

It is necessary to approve the MOU to allow agencies to use the LMR System, in particular the DTVRS Subsystem, prior to Final LMR System Acceptance for operational usage due to the fact that certain agencies will have a need for use of the LMR System, despite the system not having achieved Final LMR System Acceptance.

With respect to liability issues that may arise from use of the LMR System, in particular the DTVRS Subsystem, prior to Final LMR System Acceptance, and given that the use is provided gratis to the LMR System at this time, the MOU requires agencies to indemnify the Authority for its use of the LMR System.

With respect to cost, the expectation is that the use of the LMR System, in particular the DTVRS Subsystem, prior to Final LMR System Acceptance will be provided on a gratis basis until such time as a subscription model/agreement is adopted by the Authority.

The term of the MOU is connected to either achieving Final LMR System Acceptance or another date certain that may be earlier or later than Final LMR System Acceptance, as determined by the Authority, to transition agency to a new subscription model/agreement for continued LMR System use.

FISCAL IMPACT/FINANCING

The activities contemplated in the recommended actions have no fiscal impact as use of the LMR System prior to Final LMR System Acceptance would be provided on a gratis basis until such time as a subscription model/agreement is adopted.

CONCLUSION

Approval of the recommended action will allow the Executive Director to execute MOUs with agencies interested in using the LMR System, in particular the DTVRS Subsystem, prior to Final LMR System Acceptance for operation and mission critical purposes, and approve and execute MOU amendments.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA:mbc

Enclosure

c: Counsel to the Authority

**LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING
MEMORANDUM OF UNDERSTANDING**

NAME OF AGENCY

This Memorandum of Understanding (the "MOU") is made and entered into this _____ day of _____, 2023, by and between **Agency** hereinafter referred to as "**Agency**" and the Los Angeles Regional Interoperable Communications System Authority (LA-RICS), a Joint Powers Authority, hereinafter collectively referred to as the "Authority" (collectively, the "Parties" or individually, a "Party").

RECITALS

WHEREAS, the Authority entered into Agreement No. LA-RICS 007 on August 15, 2013, with Motorola Solutions, Inc. (Motorola) for the design, construction, and implementation of a Land Mobile Radio (LMR) System.

WHEREAS, the Authority has since deployed portions of the LMR System consisting of Core 1, Core 2, a number of LMR System Sites, for early operational usage prior to Final LMR System Acceptance, and of which the Authority has or will have had provisionally accepted the Digital Trunked Voice Radio Subsystem (hereinafter "Provisional Accepted DTVRS Subsystem LMR System"). Final LMR System Acceptance is achieved when the LMR System Contractor has fully performed, provided, completed, and delivered a functional LMR System that complies with the Testing and Acceptance requirements, Statement of Work criteria, LMR System Specifications, and the Warranty Period pursuant Agreement No. LA-RICS 007.

WHEREAS, the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) took certain action on May 17, 2018, to approve the LA-RICS LMR System Standard Operating Procedures (SOP) Policy (Policy No. 022-2018), which may be updated from time to time, and is incorporated herein by this reference, to ensure consistent protocols are in place and formalizes the operational guidelines, technological specifications, and technological requirements including cybersecurity, for use of the LMR System by member agencies, subscribers, emergency response and support personnel, communications operational and technical personnel, State/Local/Federal government representatives, non-governmental organizations (NGOs), and other system users as authorized by the Authority.

WHEREAS, the LA-RICS JPA Board took certain action on April 3, 2019, to approve the LA-RICS LMR System Early Onboarding Policy (Policy No. 023-2018), which may be updated from time to time, and is incorporated herein by this reference, to ensure consistent protocols are in place and formalizes the operational usage of the LMR System by member agencies, subscribers, emergency response and support personnel, communication, operations and technical personnel, State/Local/Federal government representatives, NGOs, and other system users as authorized by the Authority prior to Final LMR System Acceptance for operational usage purposes.

WHEREAS, the Authority and its Contractor, Motorola, has conducted certain - Acceptance of DTVRS LMR Subsystem coverage analysis and has determined the

Agency's area is currently within the LMR System's coverage footprint such that **Agency** can utilize the Provisional Accepted DTVRS LMR System for early operational usage prior to Final LMR System Acceptance.

WHEREAS, the Authority wishes to enter into this MOU to provide use of its Provisional Accepted DTVRS LMR Subsystem for operational usage, to the extent available, to its member agencies and other LMR System users as authorized by the Authority, for operational purposes prior to Final LMR System Acceptance on a gratis basis.

WHEREAS, **Agency** desires to enter into this MOU to use the Provisional Accepted DTVRS LMR Subsystem for its operation, to the extent available, for its operational purposes prior to Final LMR System Acceptance on a gratis basis.

WHEREAS, **Agency** either currently utilizes the Los Angeles County Sheriff's Department's (LASD) system for certain communications, or **Agency** has been using another unrelated system.

WHEREAS, if **Agency** currently utilizes LASD's system, **Agency** acknowledges that it will continue to use LASD's system as a back-up or supplemental communications system and follow LASD's current procedures for use of its existing legacy communication system, until such time that there has been cutover to the Provisional Accepted DTVRS LMR System.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. INCORPORATION OF RECITALS

The Recitals contained herein are contractual in nature and are not merely recitals, and are incorporated fully herein as terms of this MOU.

2. PURPOSE

The purpose of this MOU is to allow the Authority to grant **Agency** access for use of the Provisional Accepted DTVRS LMR Subsystem prior to Final System Acceptance and set forth the terms and conditions of such use.

3. CONDITIONS OF USE OF PRE-ACCEPTANCE LMR SYSTEM

3.1 **Agency** enters into this MOU with the understanding and acknowledgment that it shall comply with and abide by all applicable operational guidelines, technical specifications, technical requirements including cybersecurity, pursuant to the LMR System SOP, which may be updated from time to time.

3.2 **Agency** enters into this MOU with the understanding and acknowledgment that it shall comply with and abide by all applicable LA-RICS policies related

to the use of the LMR System as they are implemented. The Authority will notify and provide copies to Agency of all such policies.

- 3.3 Agency enters into this MOU with the understanding and acknowledgment that the Authority and its Contractor has conducted certain Provisional Accepted DTVRS LMR Subsystem coverage analysis as depicted in Exhibit A (Coverage Map) to this MOU, and Agency has determined such Provisional Accepted DTVRS LMR Subsystem coverage is acceptable for its operational usage purposes.
- 3.4 If Agency currently utilizes the County of Los Angeles Sheriff's Department's (LASD) system, Agency acknowledges that it will continue to use LASD's system as a back-up or supplemental communications system and follow LASD's current procedures for use of its existing legacy communication system, until such time that there has been cutover to the Provisional Accepted DTVRS LMR System.
- 3.5 Agency enters into this MOU with the understanding and acknowledgement that in order to use the Provisional Accepted DTVRS LMR Subsystem, Agency will need and use compatible Project 25 (P25) subscriber equipment. In addition, for 700 MHz operation, Agency's subscriber equipment must be able to operate in P25 Phase 2 (TDMA) mode.
- 3.6 Agency enters into this MOU with the understanding and acknowledgment that, except as otherwise provided herein, the Agency will be provided twenty-four (24) hour-a-day access to use the Provisional Accepted DTVRS LMR Subsystem with talk groups mutually agreed upon by all Parties pursuant to Exhibit B (Talk Group Details) of this MOU. Provided Authority resources are available, Agency's Radio Equipment may be pre-programmed by the Authority for use on the Provisional Accepted DTVRS LMR Subsystem, which will include the Agency's current radio channels as further defined in Section 4 (Scope of Programming Services). Additional Provisional Accepted DTVRS LMR Subsystem talk groups may be available upon written request to and approval from, the Authority, after execution of this MOU.
- 3.7 Agency enters into this MOU with the understanding and acknowledgment that the Provisional Accepted DTVRS LMR Subsystem is part of a larger LMR System that is currently in the design, construction, and implementation phases. For this reason, the Provisional Accepted DTVRS LMR Subsystem may experience scheduled downtimes. In the event the Provisional Accepted DTVRS LMR Subsystem must be taken down for any reason, the Authority will reasonably notify Agency of such shut down by email notification to the Agency's designee and telephonic notification to the Agency's dispatch center.

- 3.8 **Agency** enters into this MOU with the understanding and acknowledgement that the Authority's Provisional Accepted DTVRS LMR Subsystem may not have the same radio coverage as **Agency's** existing regularly assigned radio channels. **Agency** agrees that it will inform all of its users on the Provisional Accepted DTVRS LMR Subsystem of this and will adjust its operations accordingly to account for this.
- 3.9 **Agency** enters into this MOU with the understanding and acknowledgement that in the event its users operating on the Provisional Accepted DTVRS LMR Subsystem need to call for emergency assistance, they shall reach out to the contacts set forth in Exhibit C (Notification Contact List) to this MOU.
- 3.10 **Agency** enters into this MOU with the understanding and acknowledgement that radio conversations conducted on the Provisional Accepted DTVRS LMR Subsystem may be recorded by the Authority and certain access may be granted to the Agency. However, **Agency** understands and acknowledges that recording of the **Agency's** radio audio is the responsibility of the **Agency**. For additional information regarding recording, please refer to Section 5.13 (Audio Logging Recorders) of the LMR System SOP.

4. SCOPE OF PROGRAMMING SERVICES

- 4.1 **Agency** may request the Authority, and its staff who are on loan from the County of Los Angeles (County), to the extent that such resources are available, to program (hereinafter referred to as "Programming Services") **Agency's** own public safety radios, subscriber equipment, and/or radio accessories (collectively referred to as "**Agency's** Radio Equipment" or "Radio Equipment") in order to use the Pre-Acceptance LMR System. In the event that **Agency** requests the Authority to provide such Programming Services, the Authority has the right, in its sole discretion, to determine (1) whether it will render such Programming Services and (2) what Radio Equipment will be accepted for Programming Services, with such determinations being made on a case-by-case basis by the Executive Director or his designee.
- 4.2 In the event the Authority will perform Programming Services, Exhibit D (Radio Equipment List) to this MOU shall be completed and shall identify all Radio Equipment that the Parties agree will be serviced.
- 4.3 If the **Agency** finds its Radio Equipment is not functioning properly after being programmed by the Authority, the **Agency** shall immediately remove the Radio Equipment from Service and may elect to return the Radio Equipment to the Authority for additional diagnosis and reprogramming.

- 4.4 In the event that the Authority has loaned **Agency** equipment owned by the Authority (i.e. portable radios, mobile radios, base station radios, radio accessories, collectively "Loaned User Equipment") under a separately executed "*Memorandum of Understanding for Use of LA-RICS User Equipment*," **Agency** may deliver its Loaned User Equipment to the Authority for programming pursuant to the terms of and conditions of the "*Memorandum of Understanding for Use of LA-RICS User Equipment*."

5. TERM OF MOU

- 5.1 The term of this MOU shall commence upon execution by both parties and shall expire on the earlier of: (1) upon Final LMR System Acceptance pursuant to Agreement No. LA-RICS 007, unless the term of this MOU is otherwise extended or shortened by the Authority in its sole discretion to transition **Agency** to a new agreement (e.g. subscription plan and/or, subscription agreement, etc.) for continued use of the LMR System following Final LMR System Acceptance; or (2) notice of termination by either Party pursuant to Section 5.2 below. The Authority will notify **Agency** within a reasonable timeframe of the expected termination date of this MOU due to Final LMR System Acceptance, or any timeframes related to the transition of **Agency** to a new agreement, whatever that may be, for continued LMR System use.
- 5.2 Notwithstanding the foregoing, either Party may terminate this MOU at any time for any reason upon giving thirty (30) calendar days prior notice from the effective date of any such termination.

6. CONSIDERATION

This MOU, inclusive of use of the Provisional Accepted DTVRS LMR Subsystem and rendering of Programming Services, is granted on a gratis basis in furtherance of public safety goals. Consideration for this MOU is the Parties' full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein. In the future, should the Authority require payment for the use of the Pre-Acceptance LMR System, the Authority will notify **Agency** and a new agreement will be executed accordingly as specified in Section 5.1 of this MOU.

7. DESIGNATED ADMINISTRATORS

- 7.1 The authorized **Agency** official specified in this Section 7 (Designated Administrators) is hereby designated as the contact officer for all matters relating to the **Agency's** performance of its obligations under this MOU. The Authority shall not take direction from any **Agency's** employee or official other than the contact officer (or his/her designee).

- **Agency** Designated Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

- **Agency** Designated Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

7.2 The contact officer for all matters relating to the Authority's performance of its obligations under this MOU shall be the Executive Director (or his/her designee) as outlined in this Section 7.2.

- Authority Designated Administrator:

LA-RICS
Scott Edson, LA-RICS Executive Director
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
scott.edson@la-rics.org
(323) 881-8281

- Authority Designated Administrator Designee:

LA-RICS
Susy Orellana-Curtiss
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
susy.orellana-curtiss@la-rics.org
(323) 881-8292

7.3 In the event of a dispute between the Parties to this MOU as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such deployment, the **Agency** shall be consulted and a mutual determination thereof shall be made by both the **Agency** and the Authority.

7.4 The Authority, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

8. NOTICES

- 8.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner pursuant to this Section 8 (Notices) and shall be addressed to the individuals set forth in Exhibit C (Notification Contact List), which may be updated from time to time, based on a situational case-by-case basis as further specified in Exhibit C (Notification Contact List).
- 8.2 Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given or made under this MOU shall be in writing, unless otherwise specified in Exhibit C (Notification Contact List). Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
 - f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 8.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 8.4 Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

9. INDEMNITY, HOLD HARMLESS, DISCLAIMERS

- 9.1 **Agency** accepts the Provisional Accepted DTVRS LMR Subsystem as-is, and assumes all risks, both known or unknown to **Agency**, arising from or connected with this MOU, from use of the Provisional Accepted DTVRS LMR Subsystem, and from the performance of Programming Services rendered on **Agency** Radio Equipment and/or Loaned Radio Equipment covered by this MOU. **Agency** agrees to defend, indemnify, and hold harmless the Authority, its member agencies, including the County, and their elected and appointed officers, member departments, agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, lawsuits, actions, loss, damage and/or injury fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with this MOU, from use of the Pre-Acceptance LMR System, and from the performance of Programming Services rendered on Agency Radio Equipment and/or Loaned Radio Equipment covered by this MOU, except for such loss or damage resulting from the willful misconduct of the Authority.
- 9.2 AUTHORITY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR THE PROVISIONAL ACCEPTED DTVRS LMR SUBSYSTEM AND PROGRAMMING SERVICES PROVIDED BY THIS MOU.

10. INDEPENDENT STATUS

This MOU is by and between **Agency** and Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between **Agency** and Authority.

11. ASSIGNMENT

This MOU is personal to Authority and the **Agency**, and, in the event the **Agency** shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

12. DEFAULT

Parties agree that if there is any default by either Party of the terms or conditions herein contained, the non-defaulting Party may forthwith revoke and terminate this MOU.

13. WAIVER

- 13.1 Any waiver by either Party of the breach of any one or more of the covenants, conditions, terms and MOUs herein contained shall not be

construed to be a waiver of any other breach of the same or of any other covenant, condition, term or MOU herein contained, nor shall failure on the part of either Party to require exact, full and complete compliance with any of the covenants, conditions, terms or MOUs herein contained be construed as in any manner changing the terms of this MOU or stopping either Party from enforcing the full provisions thereof.

13.2 No option, right, power, remedy, or privilege of either Party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either Party by this MOU shall be cumulative.

14. INTERPRETATION

Unless the context of this MOU clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting. Further, captions and section headings used in this MOU are for convenience only and are not a part of this MOU and shall not be used in construing this MOU. Finally, this MOU is the product of arm's length negotiation between **Agency** and the Authority, where each Party has had the opportunity to receive advice from independent counsel of its own choosing. This MOU is to be interpreted as if both Parties participated equally in its drafting, and shall not be construed against either Party.

15. GOVERNING LAW, JURISDICTION, AND VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16. SEVERABILITY

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. FACSIMILE REPRESENTATIONS

Agency and the Authority hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the MOU and/or amendments to the MOU, and received via electronic mail transmission or communications facilities, as legally sufficient evidence that such original signatures have been affixed to the MOU and/or any amendments to this MOU, such that the Parties need not follow up facsimile

transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

18. AMENDMENTS

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized representatives of the Authority and **Agency**.

19. ENTIRE MOU

This MOU, Exhibit A (Coverage Map), Exhibit B (Talk Group Details), Exhibit C (Notification Contact List), Exhibit D (Radio Equipment List), and any executed Amendments, between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both **Agency** and Authority.

(Signature Page – following page)

IN WITNESS WHEREOF, Authority has executed this MOU or caused it to be duly executed, and **Agency**, by Order of its authorizing body, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written above.

AGENCY

City Manager/Authorized Agency Official

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Executive Director, Scott Edson

COVERAGE MAP

Coverage Map to be completed and attached prior to MOU execution

TALKGROUP DETAILS

Talk Group Details to be negotiated with Agency prior to MOU execution

Parties shall agree on the specific Agency talkgroup details prior to execution of the MOU. Such talkgroup details shall be consistent with the LA-RICS Standard Operating Procedures (SOP) as follows:

1. Talkgroups will be assigned, activated, and deactivated by the Authority based on Agency need and available system resources.
2. As part of this MOU, Agency shall be granted X number of talkgroups for use on the Pre-Acceptance LMR System.
3. Such talkgroups shall adhere to standardized and common naming conventions pursuant to the LMR System SOP.
4. Agencies may only use the talkgroup IDs assigned by Authority staff for use on the Pre-Acceptance LMR System.
5. In the event that Agency requires additional talkgroups beyond those allocated, Agency must submit a written request to the LA-RICS Pre-Acceptance Help Desk set forth in Exhibit C (Notification Contact List). Agencies should provide reasonable justification in the written request for individual talkgroups, along with any requires such as encryption or special functions. The request will be reviewed and Authority staff with work with Agency to provide additional talkgroups if such request is approved.
6. Authority staff will monitor use of the talkgroups allocated to Agency. If a talkgroup has shown no usage in a minim of 180 days, written notification will be sent to the Agency and the talkgroup may be reclaimed.

NOTIFICATION CONTACT LIST

1. **Provisional Accepted DTVRS LMR Subsystem Help Desk**

In the event **Agency** requires assistance (none emergency and/or service delivery issue) while using the Provisional Accepted DTVRS LMR Subsystem during normal business days, Monday through Friday and hours (8 a.m. to 4 p.m.) **Agency** may contact the Provisional Accepted DTVRS LMR Subsystem Help Desk, in person, by phone and/or email as follows:

| | |
|--|---------------------------------------|
| LA-RICS Headquarters 2525 Corporate Place, Suite 100 Monterey Park, CA 91754 (323) 881-8185 LARICS.NOC@la-rics.org | FCCF ISD Technician (323) 881-6124 |
|--|---------------------------------------|

2. **Provisional Accepted DTVRS LMR Subsystem Network Operations Center**

In the event **Agency** requires immediate assistance due to service outage while using the Pre-Acceptance LMR System, **Agency** may contact the Provisional Accepted DTVRS LMR Subsystem Help Desk by phone and/or email as follows:

LA-RICS Network Operation Center
SCC ISD Technician
1277 N. Eastern Ave.
Los Angeles, CA 90063
(323) 881-8229
LARICS.NOC@la-rics.org

3. **Service and Emergency Notifications**

In the event the Authority needs to notify the **Agency** of all service and emergency outages regarding the Pre-Acceptance LMR System, the notification shall be directed to the following **Agency** individuals by phone and/or email:

| | |
|-----------------------|------------------------|
| Agency | Agency Designee |
| Individual Name/Title | Individual Name/Title |
| Agency Address | Agency Address |
| City, State, Zip Code | City, State, Zip Code |
| Telephone Number | Telephone Number |
| Email Address | Email Address |

